

**AGREEMENT FOR
PADDLEBOARD ACTIVITY SERVICES CONCESSION**

THIS AGREEMENT, made this 23rd day of August 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Stand Up Paddle Lessons, L.L.C., a Florida limited liability company, ("Contractor" or "Company" or "Concessionaire"), whose address and phone number are 6161 Southwest 20 Street, Plantation, FL 33317, Phone: 954-326-1161, Email: Shawsurf@yahoo.com for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal 725-10900 Paddleboard Concessions, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated January 10, 2012 ("Exhibit B").
- (3) The Contractor's Best and Final, dated February 10, 2012 ("Exhibit C")

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Aug. 23, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit C
- E. Fifth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

Notwithstanding anything contained in the RFP to the contrary, the term of this Agreement is March 20, 2012, through March 19, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. [Reserved.]

V. METHOD OF PAYMENT

The Concessionaire shall pay to the City a fixed monthly concession fee as set forth in Exhibit C, in advance, in accordance with the RFP.

VI. GENERAL CONDITIONS

A. Indemnification

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. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, 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 infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented

invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even

if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A"-rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$1,000,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence
Combined single limit	\$1,000,000 (bodily injury and property damage combined)

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. 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:

A. 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;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. 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

D. 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.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: [Signature]
Print Name: Cristina Carron
Title:

CONTRACTOR

By: [Signature]
Kelly Shaw
Managing Member

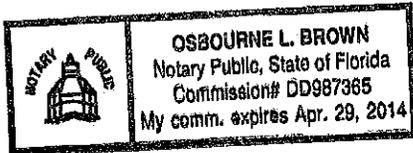
(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 21 day of August, 2012, by Kelly Shaw as managing member for Stand Up Paddle Lessons, L.L.C., a Florida limited liability company.

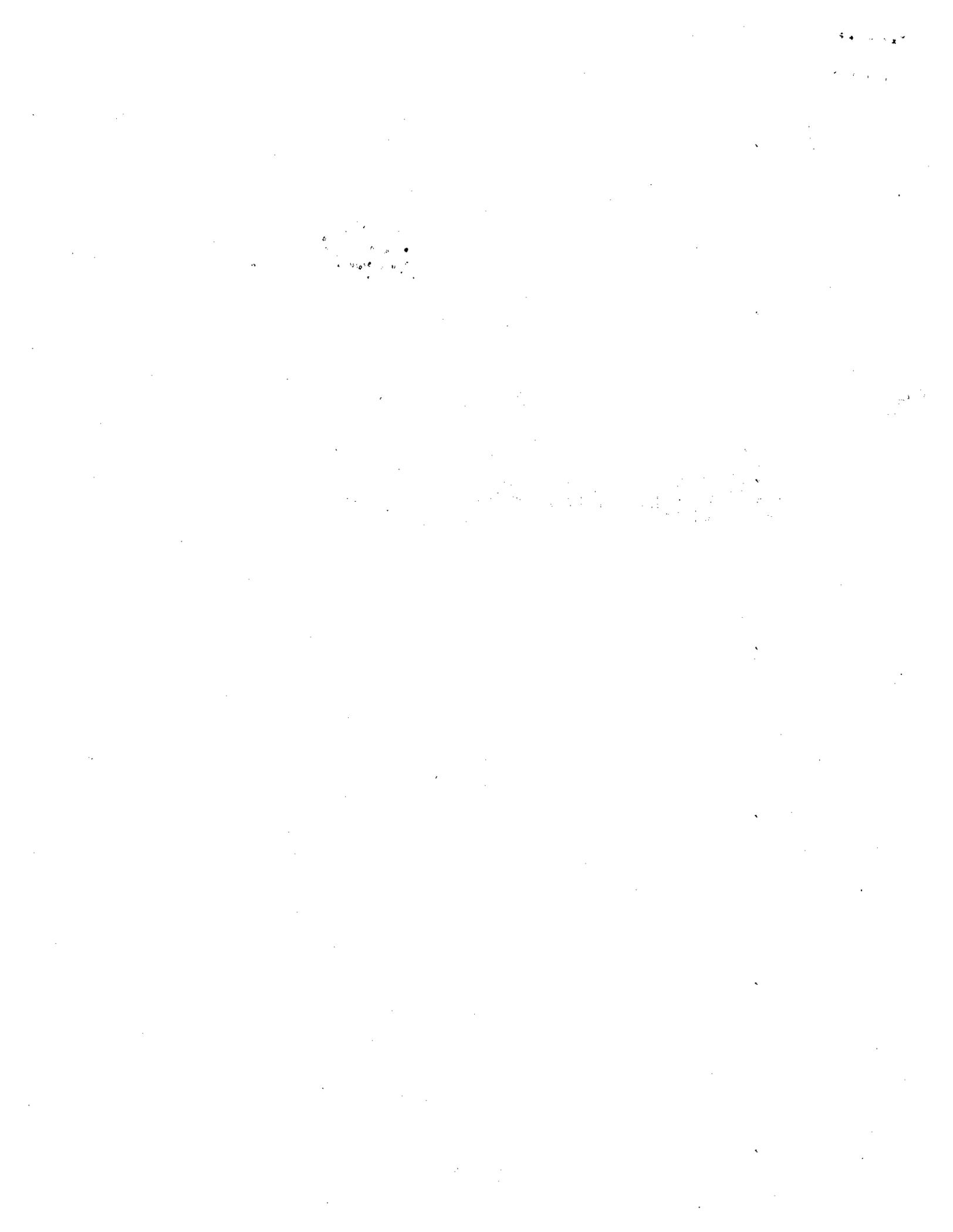
(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced FL Driver License



Solicitation 725-10900
Paddleboard Activity Services Concession



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

CONTRACT
COPY

Bid 725-10900

Paddleboard Activity Services Concession

Bid Number **725-10900**
Bid Title **Paddleboard Activity Services Concession**

Bid Start Date **Dec 2, 2011 2:13:42 PM EST**
Bid End Date **Jan 10, 2012 2:00:00 PM EST**
Question & Answer End Date **Dec 22, 2011 5:00:00 PM EST**

Bid Contact **Richard Ewell**
Procurement Specialist II
Procurement Services

Pre-Bid Conference **Dec 19, 2011 10:00:00 AM EST**
Attendance is optional
Location: Fort Lauderdale Parks & Recreation
1350 W. Broward Blvd.
Fort Lauderdale, FL 33312

Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide a Paddleboard Activity Services Concession at two sites. Proposers may bid on one site or both sites. Site A: North Beach (designated surfing area: Sunrise Blvd North to NE 18th Street) and/or Site B: Cooley's Landing Marina, 450 SW 7th Avenue, Fort Lauderdale, FL for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

For a copy of the RFP go to www.bidsync.com.

RFP #725-10900**TITLE: Paddleboard Activity Services Concession****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Concessionaire, to provide a Paddleboard Activity Services Concession at two sites. Proposers may bid on one site or both sites. Site A: North Beach (designated surfing area: Sunrise Blvd North to NE 18th Street) and/or Site B: Cooley's Landing Marina, 450 SW 7th Avenue, Fort Lauderdale, FL for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). It is the intent of the City to award a contract(s) to the first ranked proposer(s) responding to this RFP for sites A and B.

02. INFORMATION OR CLARIFICATION

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com . 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. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. 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.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Contractor's attend the pre-proposal conference and/or site visit.

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 Contractor's attend the pre-proposal meeting.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. 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.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	12/5/11
Pre-Proposal Meeting	12/19/11 10:00 am 1350 W. Broward Blvd. Ft. Lauderdale, FL 33312
Deadline for Questions/Request for Clarifications	12/22/11
Proposal Due Date/Time (Deadline)	1/10/12

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 11/11 (GC) are included and made a part of this RFP.
02. **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.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare 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 principal Contractor.
06. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City and shall expire three years from that date

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 ninety (90) 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.
07. **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 contract, 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).
08. **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.

09. **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.

10. **PAYMENTS**

The Concessionaire shall pay to the City a fixed monthly concession fee, in advance, based on that amount submitted in the proposal section of this RFP and accepted by the City. The initial monthly payment shall be paid by the 5th day of each month. If the payment is not received within thirty (30) days of payment due date, the City may take possession of the Concessionaire's assets on City property, and cancel this Contract.

The first Contract year shall commence upon final execution of the Contract by the City.

All payments shall be submitted as directed by the Contract Administrator.

All payments shall be presented, in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale.

The failure of the first ranked proposer to comply with the payment schedule as stated will result in the disqualification of this proposer and award of Contract to the second ranked proposer.

11. **SALES TAXES**

Florida State Sales Tax (Tax) is due on all transactions pursuant to Florida Statutes and the Rules in Chapter 12 of the Florida Administrative Code, (FAC) promulgated by the Florida Department of Revenue. At this time, the Tax is due on:

Rental Fees - A Tax at the current rate of 6% is due on all rentals to the public. This tax is collected by the vendor and remitted to the Florida Department of Revenue utilizing the vendor's Sales Tax Identification Number.

Sales Tax on Concession Payments to the City - A Tax at the current rate of 6% is due on all concession payments to the City. This tax is computed on the gross payment for right of occupancy due the City and is payable in conjunction with the concession fee payment. This tax must be separately stated on the vendor's payment to the City.

Additional detail may be reviewed at the Florida Department of Revenue's Website <http://www.myflorida.com/dor/taxes/>. The FAC may be reviewed at <http://fac.dos.state.fl.us/>.

12. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor 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.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 Contractor thirty (30) days written notice.

13. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

14. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

15. **INSURANCE**

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in

force at all times during the contract period. The following minimum insurance coverage is required. The City is to be named as "additionally insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440
Employer's Liability - \$1,000,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the Concessionaire under the indemnity provision of the contract.
- b. The vendor's coverage is primary and the City's coverage is non-contributory.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person
 \$500,000 each occurrence
Property damage \$100,000 each occurrence
Combined single limit \$1,000,000 (bodily injury and property damage combined)

A copy of ANY current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability Insurance.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

It is agreed by and between the Concessionaire and the City of Fort Lauderdale that in the

event any person, firm or corporation should sustain damages not covered by the insurance furnished by the Concessionaire as herein provided or in excess of the limits of said insurance, then in that event, the Concessionaire agrees to indemnify and hold harmless the City.

Concessionaire agrees and understands that in the event of any accident or collision involving any of its non-motorized watercraft rental equipment and/or chase vessel; it must complete and submit a written report to the Contract Administrator within 24 hours, which will be forwarded to appropriate City personnel.

16. SUBCONTRACTORS

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 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.

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.

17. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned 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.

18. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

19. 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:

A. 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;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. 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

D. 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.

20. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. 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.

22. CANADIAN COMPANIES

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.

23. 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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

24. **BID TABULATIONS/INTENT TO AWARD**

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

25. **VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are 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.

26. **CONTRACT AGREEMENT**

Sample Contract Agreement Form (Attachment A) is included and made a part of this Request for Proposals. Terms and Conditions of final agreement will be included as applicable to this RFP.

27. **PERMITS/FEES:**

The Concessionaire agrees to obtain and pay for all permits, licenses, and business taxes necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Concessionaire. The Concessionaire shall also be solely responsible for payment of any taxes levied on the concession operation. The Concessionaire shall comply with all City, County, State and Federal rules, regulations and laws.

28. **ANNUAL REPORTS**

The Concessionaire shall submit an annual CPA certified statement of gross receipts, a balance sheet and a profit and loss statement specifically related to this concession to the City, in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm.

The period covered by the certified statement shall coincide with the Contract year and will be submitted to the City within sixty (60) days after the end of each Contract year.

The annual CPA certified statement shall be submitted to the Contract Administrator.

The form of all records and reports shall be subject to the approval of the City Manager or designee. The Concessionaire must comply with recommendations for changes, additions, or deletions by the City Manager or designee. The City Manager or designee must be permitted, during normal business hours, to audit and examine the books of account, reports, and records relating to this Contract.

29. FINANCIAL RECORDS

Concessionaire shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Contract. Concessionaire shall keep on the premises, or such other place, approved by the City, true, accurate, and complete records and accounts of all sales, rentals, and any other type of business being transacted on or off the premises related to Paddleboard Services Concessions. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the City Manager or designee upon 72 hours notice. Such records and accounts shall include a breakdown of gross revenue, expenses, and profit and loss statements. Such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross revenue and profit and loss statement pursuant to generally accepted accounting principles.

30. RECEIPTS

Concessionaire shall use pre-numbered receipts in duplicate form. Receipts shall reference the name of the Concessionaire and the City of Fort Lauderdale and include current rates. One copy of such receipt shall be provided to the customer and one copy shall be maintained with Concessionaire's records.

31. MINIMUM FEES

The preferred minimum annual concession fee for the Paddleboard Services Concession at Site A: North Beach Area

\$600.00 per month 1st year
\$650.00 per month 2nd year
\$700.00 per month 3rd year

The preferred minimum annual concession fee for the Paddleboard Services Concession at Site B:

Cooley's Landing Marina

\$400.00 per month 1st year
\$450.00 per month 2nd year
\$500.00 per month 3rd year

Sales Tax on Concession Payments to the City - A Tax at the current rate of 6% is due on all concession payments to the City. This tax is computed on the gross payment for right of occupancy due the City and is payable in conjunction with the rental payment. This tax must be separately stated on the concessionaire's payment to the City.

32. DEFAULT

In the event of any of the following the City may terminate this Contract for default:

1. If the Concessionaire fails to perform in the manner called for in the Contract, or if the Concessionaire fails to comply with any other provision of the Contract, or
2. If Concessionaire abandons or vacates the premises prior to the expiration of the term hereof, or
3. If Concessionaire fails to make the payments as set forth herein and said payment is not made within 15 days after written notice is given to Concessionaire.

If Concessionaire fails to perform in accordance with any of the other terms and conditions of this Contract, and such default is not cured within 14 days after written notice is given to Concessionaire, the City may, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to, the right to give to Concessionaire a notice of termination of this Contract. If such notice is given, the term of this Contract shall terminate upon the date specified in such notice from City to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender the Concession Area to City.

Upon the termination of this Contract, all rights and interest of Concessionaire in and to the Concession Area and to this Contract, and every part thereof, shall cease and terminate, and City may, in addition to all rights and remedies it may have, including but not limited to, beginning procedures to collect the Performance Bond in Part I Introduction/Information, Paragraph 6, retain all sums paid to it by Concessionaire under this Contract. In addition to the rights set forth above, City shall have the right to pursue any and all of the following:

- a. take possession of all equipment, and other personal property of Concessionaire, and remove such property or any part of it and store it at Concessionaire's expense; and/or,
- b. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and/or,
- c. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

If it is later determined by the City that the Concessionaire had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or beyond the control of the Concessionaire, City after setting up a new performance or delivery schedule, may allow the Concessionaire to continue work, or treat the termination as a termination for convenience.

33. **TERMINATION FOR CONVENIENCE/PARTIAL TERMINATION**

In the event of termination or partial termination by City of the Contract pursuant to this Subsection, Concessionaire hereby acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind of nature, against the City, its agents, servants and employees, including but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations for paddleboard services.

34. **SURRENDER OF CONCESSION AREA**

At the expiration of this Contract, or earlier termination in accordance with the terms of this Contract, Concessionaire shall surrender the Concession Area in same condition as the Concession Area was prior to the commencement of this Contract, reasonable wear and tear excepted (including any beach erosion not directly caused by Concessionaire and/or its operation). Concessionaire shall remove all its equipment, fixtures, personal property, etc., upon forty-eight (48) hours written notice from the City Manager or designee, unless a longer time period is agreed to by the City. Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Contract. Continued occupancy of the Concession Area after termination of the Contract shall constitute trespass by the Concessionaire, and may be prosecuted as such.

35. **BANKRUPTCY**

If Concessionaire shall be adjudicated bankrupt or insolvent, or makes an assignment for benefit of creditors, or if the leasehold interest is sold under a legal order or judgment, or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, then the City may immediately, or at any time thereafter, and without further demand or notice, terminate this Contract without being prejudiced as to any remedies which may be available to it for breach of Contract.

36. **INSPECTION OF PREMISES**

For the purposes of inspection, City reserves the right to enter any part of the Concession Area at any time during the period the business is to be open under the terms of this Contract.

37. **NOTICES**

All notices and concession fee payments shall be sent to the parties at the following addresses:

City: City of Fort Lauderdale
Parks and Recreation Director
1350 West Broward Blvd.
Fort Lauderdale, FL 33312

City and Concessionaire may change such addresses at any time upon giving the other party written notification.

All notices under this Contract must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return-receipt requested.

Concessionaire may designate additional persons for notification of default.

38. ATTORNEY FEES

Concessionaire agrees to pay the cost of collection and reasonable attorney fees on any part of said payment that may be collected by suit or by attorney after the same is past due. In the event of any other litigation the prevailing party shall be entitled to collect attorneys' fees and court costs from the losing party.

39. SIGNS

Except as provided herein, no signs whatsoever, including advertising signs, shall be erected or permitted upon the premises until the plans have first been submitted to the City in accordance with all Federal, State and City laws, statutes and ordinances and approval received in writing from the City Manager or designee.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. **GENERAL INFORMATION/INTENT: PROGRAM SUMMARY-PADDLEBOARD SERVICES**
The City of Fort Lauderdale is seeking a company or companies to provide Paddleboard activities at Site A: the North end of Fort Lauderdale Beach, in the designated surfing area: Sunrise Blvd North to NE 18th Street and/or Site B: Cooley's Landing Marina, 540 SW 7th Avenue, Fort Lauderdale, FL. Activities will include lessons, board rentals, tours and outings for youth and adults, offered seven days a week, - 10:00 A.M. to dusk. Instructors must be able to teach classes for all levels of proficiency: beginning, intermediate and advanced. The successful Concessionaire(s) will have exclusive use to provide these services at Site A: North end of Fort Lauderdale Beach, in the designated surfing area as described above, and/or at Site B: Cooley's Landing Marina, but does not preclude the right of the CITY to grant approval to another party to operate a water sport activity in the Park at either of these locations. Proposers may bid on either site A or B or both sites A and B. City reserves the right to award one contract for both sites or individual contracts for each site.
02. **OPERATING REGULATIONS**
1. All City, County and State laws and regulations relating to the operational use of the City's Park, beachfront and waterway areas, shall be adhered to by the Concessionaire, his/her representatives and employees. This shall relate to laws currently in force and those adopted hereafter.
 2. The Concessionaire shall staff, operate, manage, and provide all equipment and services in a first class manner and shall be comparable to other high quality concessions providing similar facilities and services.
 3. The Concessionaire will conduct his/her operation and provide contracted services, in such a manner as to maintain reasonable quiet and minimize disturbance to the general public.
 4. The Concessionaire shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Area(s) and all facilities incident thereto. The Concessionaire shall make available all facilities within the Concession Area(s) under its control for examination during hours of operation by the Parks and Recreation Director or designee.
 5. The security for all property, equipment and supplies owned and provided by the Concessionaire, shall remain the responsibility of the Concessionaire. Costs relating to the repair or replacement of such items, stolen, lost or damaged shall be at the sole cost and expense of the Concessionaire.
 6. The Concessionaire will be responsible for all damage to City property, City boat ramps or the City beachfront caused by the Concessionaire or his/her employees or agents. Any such damage shall be corrected at the sole cost and expense of the Concessionaire.
 7. The Concessionaire's vehicles, trailers and equipment shall be in a neat, clean and well-maintained condition at all times. Any repairs, cleaning or other maintenance as required to maintain a clean and safe working environment, shall be provided on a continuous and immediate schedule. The Concession operation must be maintained as to provide an aesthetically pleasing appearance and not be detrimental to the immediate surroundings.

No major repairs to equipment shall be allowed at the marina or on the beach.

8. As part of the administration of the Contract, the Parks and Recreation Director, or designee, shall conduct periodic inspections of concession area, equipment, services, and programs to determine compliance with the terms of this Contract.

03. **PARKING**

Site A: North Beach Concession Area

Subject to the approval of the City, concessionaire may park one (1) equipment trailer and one (1) towing vehicle by purchasing two monthly parking pass from the Parking Services Division, at the concessionaire's sole expense for the area designated by City. The individual permit prices are as follows:

Each Individual monthly parking permit fee: \$ 55.00 plus tax

Two Individual monthly parking permit fee: \$110.00 plus tax

Site B: Cooley's Landing Marina

Subject to the approval of the City, concessionaire may park one (1) equipment trailer and one (1) towing vehicle by purchasing an annual parking pass for the Cooley's Landing Marina from the Parking Services Division, at the concessionaire's sole expense. The individual permit prices are as follows:

Each individual annual parking permit fee: \$265.00 plus tax

No other parking spaces will be provided by the City. Concessionaire employees and his/her customers shall utilize those parking facilities available to the general public in designated municipal parking areas. The trailer and towing vehicle must be removed at the close of the business day.

04. **USE OF CONCESSION AREA**

The Concessionaire shall not use the concession area(s) for any other purpose than providing the paddleboard services and he/she shall so conduct his/her business as to render a service to the public in a dignified manner. No pressure, coercion, persuasion, or hawking shall be done by the Concessionaire or his/her staff in an attempt to influence the public to use his/her service. Retail equipment sales are prohibited.

05. **LOCATION OF SERVICES**

It is the intent of these specifications to grant to the Concessionaire, the right to develop and operate a Paddleboard concession operation for lessons, tours and rental of paddleboard recreational equipment at:

Site A: North Beach Concession Area

The concession may operate on the beach in the area operated by the City. The concession registration/welcome area shall be at least 200 feet North of the Birch State Tunnel in the designated surfing area. Paddleboarders may paddle anywhere in the designated surfing area which runs from Sunrise Blvd North to NE 18th Street.

AND/OR

Site B: Cooley's Landing Marina

450 SW 7th Avenue, Fort Lauderdale, FL

The public has a right to access and use the same beach area/site and/or marina as the Paddleboard concessionaire, at no risk or responsibility to the concessionaire.

The specific area for placement of Paddleboard Services and welcome/registration station area(s) will be designated by the Parks and Recreation Director or designee. Approved Concessionaire shall not deviate from designated area(s) without prior written consent from the Parks and Recreation Director or designee. Site Plan for the placement of items within the designated welcome/registration station area(s) such as tent, tables, chairs or umbrellas must be provided in the proposal section of this RFP.

No welcome/reception or rental equipment shall be placed in such a manner, which blocks or impedes a beach access point and/or access to marina boat launching area.

06. PADDLEBOARD EQUIPMENT

All paddleboard equipment shall be maintained at the Concessionaire's sole cost and expense and shall meet any registration and licensing requirements of the State of Florida and any other governing agency.

Concessionaire agrees that all paddleboard equipment shall be at minimum of commercial grade and quality, very good working condition and appearance. City reserves the right to request proof of title or other proof of purchase related to such equipment in order for the City to properly monitor this requirement.

All paddleboard equipment shall be inspected on a daily basis by the concessionaire and prior to commencement of the paddleboard services operation. Any equipment determined not to be in sound working condition, shall not be utilized until noted defects are corrected. To assure that all paddleboard equipment is maintained in accordance with the highest industry standards, the City reserves the right to request periodic service and/or maintenance reports, to be provided and, if required, certified or otherwise guaranteed by Concessionaire, at Concessionaire's sole cost and expense.

The Concessionaire must provide and maintain at his/her own cost and expense, all equipment required to operate the concession. In the event of lost, stolen or damaged equipment, any and all required repairs and/or replacement of equipment, shall be at the sole cost and expense of the Concessionaire.

The Concessionaire shall not be authorized to use or rent any equipment, which is not scheduled in his/her proposal and covered by his/her insurance policy furnished to the City, unless prior to such use or rental, the Concessionaire shall have furnished an additional list of equipment to the Parks and Recreation Director or Contract Administrator and receive approval from the City in writing.

All rental equipment shall be color-coded or otherwise plainly marked so as to permit identification from a distance of 150 yards. Proposed markings shall be approved, in writing by the Parks and Recreation Director or designee, prior to the commencement date of this Contract. Concessionaire shall not change or alter the markings without prior written consent of the Parks and Recreation Director or designee.

7. **USE OF BEACH and COOLEY'S LANDING MARIA**

The Beach and Cooley's Landing Marina is for the use and enjoyment of the public, for recreation and other public purposes and the public's right to such use shall not be infringed upon by any activity of the Concessionaire. Upon execution of this Contract, Concessionaire acknowledges that all of the beaches and marina are public and as such concession operations must not restrict, or appear to restrict, access to the general public, or in any way limit the public nature or ambiance of the beach and/or marina. The Concessionaire will conduct its operations so as to maintain a reasonably quiet and tranquil environment for the adjacent area, and make no public disturbances.

Notwithstanding the Concession Area as defined above, Concessionaire understands, agrees and acknowledges that the aforesated Concession Area(s) along with any and all other public park and beachfront areas or municipal marinas not specifically identified herein, are public and, as such, must remain available for the use and enjoyment of the general public whether or not the public chooses to use any of the Concessionaire's equipment. In the event that a member of the public is within a particular Concession Area, as set forth herein, Concessionaire agrees to allow for his/her continued peaceful enjoyment of said area(s).

8. **ADVERTISING AND NOTICES**

The Concessionaire shall not display any signs or advertising matter with the exception of a list of services, prices, rental fees and notices, including but not limited to, notice that personal floatation devices must be worn by customers, as approved by the City.

The City reserves the right to approve all marketing materials.

The Concessionaire is responsible for all costs for their marketing and promotional materials, including, but not limited to, typesetting, printing and distribution.

9. **LESSON AND RENTAL RATES**

Concession services shall be consistent with those charges for similar services in the area of recreational facilities and tourist attractions in the Broward County area.

In providing lessons, Contractor must be willing to abide by the Recreation Division Y.E.S. fee structure (75% fee discount for youths, under 18 years of age, on a free or reduced lunch program at their school-City of Fort Lauderdale residents only).

The rates and charges for lessons, tours and rental of such equipment must be provided in the proposal section of this RFP. Should a deposit and/or security payment also be required for the rental of equipment, this must also be stated in the proposal section of this RFP: Proposal Pages Part II – Paddleboard Concession Technical Proposal – Tab 4.

Such rates must be reviewed and approved by the City prior to the commencement of any Contract. Such stated rates and charges shall remain firm for the initial contract year.

Any requests for modification and changes in such rates must be presented to the City, a minimum of 30 days prior to the desired date of rate change. Such change requests must be in writing and directed to the Parks and Recreation Director or designee. The City shall review and accept, refuse or modify such rate change requests. The City shall have the last and final decision relating to any such change requests.

10. EQUIPMENT STORAGE

There will be no overnight storage of any type on the beach or at the marinas.

11. APPEARANCE OF PREMISES

The Concessionaire shall be responsible to have a neat, clean and orderly operation at all times and is responsible for maintaining that condition during operating hours within an area of 100 feet of the concession site. Concessionaire shall rake the beach area and/or marina area removing all debris as needed to maintain a neat and clean operation. Concessionaire shall cooperate with City staff, and set-up and break down of Paddleboard service equipment shall not interfere with City maintenance operations.

Trash must be bagged and placed in or near established receptacles at the beach and/or marina. The removal and disposal of this trash and rubbish shall be the responsibility of, and at the expense of the City. If a public receptacle is not readily accessible to the concession area, the Concessionaire shall provide a trash receptacle no larger than thirteen (13) gallons for use at its concession area. The Concessionaire is responsible for the removal of the receptacle and contents daily.

12. EMPLOYEE QUALIFICATIONS AND APPEARANCE

The Concessionaire shall employ workers to service this operation who are neat, clean, well groomed and courteous. An experienced manager shall be present to oversee the daily operation of this concession and with the full authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and insure complete and continuous compliance with requirements and specifications of Contract at all times while the Concession is in operation.

All Concessionaire staff and instructors must obtain a criminal background check completed by the City of Fort Lauderdale background screening office, at the Contractor's expense.

Uniforms:

All Concessionaire personnel shall wear a City approved identification name-tag or have name embroidered on approved uniform shirt to be provided at the Concessionaire's sole cost and expense.

Concessionaire shall submit their proposed uniform (shirt, short, bathing suit, hat) for approval as part of this RFP: Proposal Pages Part II – Paddleboard Technical Proposal II – Tab 3 (D). All concession personnel shall wear the approved uniform.

13. SPECIAL EVENTS

The City may hold sponsored and cosponsored events and activities at the park from time to time. In such cases, the City may request that the Concessionaire cease and desist operations during the term of the special event and/or production. If the Concessionaire is not required to close, or chooses to remain open without interference to the special event and/or production, Concessionaire agrees to cooperate with the City. During such events, the Concessionaire may be allowed to continue operations or be assigned a temporary location elsewhere within close proximity of the original assigned site. During the event, the Concessionaire has the option of operating his/her equipment from the temporary site or stopping operations until the event is over. The City reserves the right to allow other rental of concessions to operate upon the original assigned site or in close proximity to that site during special events as may be approved by the City.

14. OPERATING PROCEDURES

Concessionaire is obligated to comply with the following conditions and acknowledges and agrees that breach of any such condition, or any obligation imposed under this Agreement, may result in immediate cancellation of this Agreement by City and, in such event, CITY may retain as its liquidated damages the security deposit:

(1) No alcoholic beverage of any nature whatsoever may be distributed, consumed, possessed at the beach and/or marina.

(2) Concessionaire agrees to comply with all federal, state, and local laws, rules, and regulations, including the Code of Ordinances of the City of Fort Lauderdale and the City of Fort Lauderdale Parks and Recreation Rules and Regulations, as may be amended.

(3) Distribution of brochures, pamphlets, and other similar paper products are prohibited in the park outside of the designated area of operation. The City will allow brochures and pamphlets for Paddleboard Services to be placed in recreation center brochure holders.

4) No broadcasting activities and no loud speakers are permitted, and no music, whether live or recorded by any means, may be played, unless such broadcasting, music or both is performed in conjunction with an activity or event approved in advance by the Parks & Recreation Director or by Event Agreement.

5) Concessionaire shall instruct and identify for customers of rental equipment, that area designated as the surfing area:

Site A: Sunrise Blvd North to NE 18th Street. This is the only area in which they may paddleboard as this is the designated surfing area.

Site B: has no restrictions.

15. SAFETY INSTRUCTIONS

The Concessionaire shall pre-screen all class registrants and renters to determine their ability to operate paddleboard equipment.

The Concessionaire shall be required to provide a complete list of instructions that is signed by the paddleboard operator verifying that they understand all conditions of operating the paddleboard.

These instructions shall include verbal directions and a demonstration of the equipment's proper usage and that the renter is capable of properly operating the equipment in advance of the paddleboard operator signing the form.

A copy of the renter safety instructions (verbal and written) shall be included as part of proposal section of this RFP: Proposal Pages Part II – Technical Proposal – Tab 3 (H) (i).

A record of all completed and signed instruction forms, including waiver and release of liability forms approved by the City shall be kept on file for the City to review as requested or in the case of an accident/injury. A copy of the waiver and release of liability shall be included as part of proposal section of this RFP: Proposal Pages Part II – Technical Proposal – Tab 3 (H) (ii).

Personal Flotation Devices

The Concessionaire shall have available and provide an approved personal floatation device to all class registrants and renters of paddleboard equipment. Such device shall be of the type and class approved for such use by the Coast Guard.

It shall be the sole responsibility of the Concessionaire to insure the class registrant or renter is capable of properly adjusting and using such a device. Information on the proper use of flotation devices must be provided to the user should there be any doubt relating to the user's ability to properly use this flotation device.

The Concessionaire shall insure that each approved personal floatation device is being worn properly, prior to the operator leaving the park/beach area. Removal of such flotation device during the lesson or rental period while equipment is actually in use shall be construed as a violation of the class or rental agreement.

Corrective measures shall be immediately taken or the paddleboard shall be returned to the Concessionaire site. The mandatory use of this flotation device must be conspicuously stated on a notice, in a design and type approved by the City.

Rescue Procedures

It shall be the sole responsibility of the concessionaire to insure the class registrant or renter is capable of operating the paddleboard. Information on procedures for rescuing a class registrant or renter must be included as part of Proposal Pages Part II – Technical Proposal – Tab 3 (H) (iii).

16. SEA TURTLES: SITE A: North Beach Area

Concessionaire agrees and understands that the State of Florida has advised that in order to place equipment on the beach, surveys for marine turtle nesting activity must be ongoing between the period of March 1 and October 31, or as determined by the State of Florida each year.

a. It is the responsibility of the Concessionaire to abide by any order issued by the State of Florida and/or co-operate with Broward County to ensure that nesting surveys may be conducted in accordance with the conditions set forth by the State.

b. In the event an unmarked marine turtle nest is exposed, or a dead, injured, or a sick marine turtle is discovered, call the Sea Turtle Hotline (954) 328-0580 or immediately notify the appropriate City authority such that appropriate conservation measures may be taken.

c. If Concessionaire or his/her staff sees someone harassing a sea turtle or poaching a nest, Concessionaire shall immediately call the Florida Fish and Wildlife Conservation Commission at 1-888-404-3922 to report the matter.

d. No temporary lighting associated with the concession will be permitted at any time during the marine turtle-nesting season and no permanent lighting is authorized.

e. The placement and removal of facilities and equipment on the beach shall be conducted during daylight hours and shall not occur in any location prior to completion of the necessary marine turtle protection measures.

f. Disturbing the existing beach, and dune topography and vegetation is prohibited.

17. HURRICANE EVACUATION PLAN

Concessionaire agrees that all its storage, paddleboard rental equipment and any and all other equipment or other items used in the concession operations will be removed from the beachfront and/or marina immediately within two (2) hours of notification by appropriate City

authorities. A hurricane preparedness/evacuation plan for removal of equipment must be provided in the proposal section of this RFP: Proposal Pages Part II – Technical Proposal – Tab 3-C.

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

- 1. Understanding of the overall needs of the City as presented in the proposed plan, including, but not limited to, variety of equipment, variety of services offered, management and staffing, implementation schedule, operational plan, proposed equipment, storage plan, marketing plan, hurricane plan, etc. Weight Factor: 15%
- 2. Experience, qualifications, and references of the proposing firm. Weight Factor: 15%
- 3. Proposed plan for management, staffing and operation of concession under this Contract including proposed staff Weight Factor: 15%
- 4. Safety Plan Weight Factor: 20%
- 6. Total annual guaranteed minimum concession fees proposed. Weight Factor: 35%

TOTAL PERCENT AVAILABLE: 100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer 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 to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS (7) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS 8 COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES -- COST PROPOSAL

Year One - Site A North Beach Area:

\$ _____/month X 12 months = \$ _____/annually
(preferred minimum \$ 600 per month)

Year Two – Site A:

\$ _____/month X 12 months = \$ _____/annually
(preferred minimum \$ 650.00 per month)

Year Three- Site A:

\$ _____/month X 12 months = \$ _____/annually
(preferred minimum \$ 700.00 per month)

Grand Total Site A: North Beach Area:

\$ _____ /3 years

AND/OR

Year One - Site B Cooley's Landing Marina:

\$ _____/month X 12 months = \$ _____/annually
(preferred minimum \$ 400.00 per month)

Year Two – Site B:

\$ _____/month X 12 months = \$ _____/annually
(preferred minimum \$ 450.00 per month)

Year Three- Site B:

\$ _____/month X 12 months = \$ _____/annually
(preferred minimum \$ 500.00 per month)

Grand Total Site B: Cooley's Landing Marina

\$ _____ /3 years

Equipment Listing

List below all equipment that will be utilized for the Paddleboard concession and the current value. List all rental equipment (code with R), and accessory equipment such as trucks, trailers etc (code with A). Please provide one set of color photos of equipment attached to this proposal section. Proposed markings of equipment must be included in the photos (see Part V – Technical Specifications/Scope of Services, Section 06 – Paddleboard Equipment).

Description	Qty.	Total Value
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
(use additional sheets if necessary)		

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Tab 1: Proposal Signature Page

Tab 2: Understanding of the City's needs for the concession and your overall approach to those needs.

Tab 3: Your proposed Operational Plan for Site A: North Beach and/or Site B: Cooley's Landing Marina including:

- A. Concession area site plan including display of equipment, placement of welcome/registration area, placement of tent and/or umbrellas and chairs/tables (need photo and specifications of equipment).
- B. Display of rental equipment (include photo and specifications of equipment), security measures during operating hours and daily plan for removal of concession equipment.
- C. Hurricane Preparedness /Evacuation Plan.
- D. Proposed uniform for personnel. (include photo and specifications).
- E. Work Plan indicating complete and adequate coverage of concession, including manager on duty and resumes / experience of management and personnel.
- F. Currently held certifications (including but not limited to AED/CPR, first aid, lifeguard, instructor certification) and/or licenses by proposer and staff.
- G. Currently held memberships in Professional Associations related to Paddleboard activities.
- H. Safety policies and procedures to insure the safety of customers renting paddleboard equipment including:
 - i. A copy of pre-rental and/or pre-ride instruction (verbal and written) for the safe operation of the paddleboard. This instruction must include, at a minimum, operational characteristics of the paddleboard, safe operation and right-of-way, operator responsibilities, and local waterway characteristics, include both verbal and written instructions given to a customer.
 - ii. Copy of Waiver & Release of Liability Form.
 - iii. Copy of training session(s) conducted for concession personnel involved in rescue operations/rescue procedures. How often are training sessions conducted for staff?
 - iv. Copy of training session(s) conducted for personnel who are involved in safety briefings for customers. How often are training session conducted for staff?
- I. Written policy and procedure for internal controls to record sales for Concession Area(s)

income.

J. Concession Marketing Plans.

K. Any other information, which will assist the City in evaluating your proposal.

Tab 4: List your proposed lesson, tours and rental rates for each contract year. Describe equipment and list proposed rates for an hour, more than an hour, half-day, full day and any other lesson, tour and rental arrangements. Include any deposit/security payments required for the rental of the equipment.

Description	Period	Rate	Security Deposit
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
(Use additional sheets if necessary)			

Tab 5: Financial Proposal

Tab 6: Questionnaire

Tab 7: Non-Collusion Statement

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: If mailed, please indicate on the face of your sealed proposal package the following:

**PROPOSAL RESPONSE PAGES - PART III
QUESTIONNAIRE**

1. How many calendar days from award of Contract would you need prior to initiating operations for Site A: North Beach Area and/or Site B: Cooley's Landing?

Site A: _____ days

Site B: _____ days

2. Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____ years

3. List all contracts currently held for providing similar services. Provide agency name, address, telephone number, contact person and date contract expires. If services provided differs from the one presented in your proposal, please delineate such differences.

4. List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

5. List those City of Fort Lauderdale departments with which the proposer has had contracts during the past three (3) years. Please provide name and phone number of contract administrator?

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE COULD RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions 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) 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 30 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.
- 1.06 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 ninety (90) 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

This Section applies to any contract for goods or services of \$1 million or more:

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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- 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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- 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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 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, Bidder's 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 cashiers 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 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 when applicable: 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 financial 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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 ADDITIONAL INSURED for General Liability Insurance, 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to 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:
- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel 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's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 excessive, or decreases 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 themselves 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>

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.

SAMPLE

ATTACHMENT A

**AGREEMENT FOR
(TITLE)**

THIS AGREEMENT, made this ____ day of _____ 2011, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB") (or "Exhibit A").
- (2) Response to the RFP/ITB, dated _____ ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated _____, 2011, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of

the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

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. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, 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 infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. 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:

A. 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;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. 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

D. 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.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ as (title): _____ for _____ (Contractor name), a _____ corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, 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/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

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

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?
YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.
Variances:

Question and Answers for Bid #725-10900 - Paddleboard Activity Services Concession

OVERALL BID QUESTIONS

Question 1

Hello - is the concession limited to only paddleboard equipment or would other paddle-powered, non-motorized craft be allowed? Thank you. **(Submitted: Dec 19, 2011 11:05:40 AM EST)**

Answer

- Paddleboard equipment only. **(Answered: Dec 19, 2011 1:18:15 PM EST)**

Question 2

When was surfing north of Sunrise Boulevard authorized? Is that by ordinance? If so, where can I find it? **(Submitted: Dec 20, 2011 11:23:42 AM EST)**

Answer

- As per the Parks & Recreation Rules and Regulations, section 7.4(d), surfing is allowed in designated surfing area only. The designated surfing area for Fort Lauderdale Beach is from Ocean Rescue Lifeguard Tower 16 north to Tower 20. The Parks & Recreation Rules & Regulations are on the City's website under the Parks & Recreation Department.

(Answered: Dec 20, 2011 11:24:58 AM EST)

Proposal to:
City of Fort Lauderdale
Bid 725-10900
Due by Jan. 10th, 2012
SUP concession from Sunrise to 18th St.
Ft Lauderdale, Florida

From:
Stand Up Paddle Lessons, LLC
Barry Shaw
954-326-1161
shawsurf@yahoo.com

CONTRACT
COPY

Stand Up Paddle Lessons, LLC, founded by Barry Shaw, currently has the best stand up paddleboard (SUP) instructors that South Florida has to offer. Barry was born 2/29/1952 Jacksonville, Florida. In 1954 his parents moved to east Ft Lauderdale where his mother, Revell Shaw, resides. Barry began surfing at age 9 and was raised at the beach. Both parents were Water Safety Instructors and his father was a lifeguard at Jones Beach, NY in the 40's. Barry retired from Banking in 2011 after a 34 year career mostly in Broward County. In 1992 Barry started an Every Child A Swimmer Program in Pompano Beach, FL and in 1999 Broward County adopted the program and it is called Swim Central and is part of the Parks and Recreation Dept. of Broward County. To date the programs have provided over one million swim lessons to children at no cost to the families. Barry has been providing surfing and Stand up paddle lessons on weekends for the past 10 years at a private resort north of Hillsboro Inlet near Pompano Beach. Barry is well known waterman and has won several surfing events. He has traveled to many surfing beaches including; California, Hawaii, Costa Rica, Mexico, the Bahamas, Puerto Rico and the East Coast of the US. Barry is also trained in water safety and competes in Stand Up Paddle events. Barry is also part owner of Ark Paddleboards, located in South Florida. Established in 2007, Ark was essentially responsible for bringing the sport of SUP to South Florida. Ark was the first SUP company to actively promote the sport through free lessons, races, camps, clinics and other activities while providing the product to every willing shop from Miami to Daytona and the West Coast of Florida. Over the last few years, Barry and Ark worked directly with Gold Coast Aquatic Adventures (GCAA) to have them run all lessons, rentals, clinics and camps in a more effective manner in coordination with various SUP events hosted by Ark. GCAA started business in 2010 and is listed on sunny.org (Broward County Convention/Visitor's Bureau site), and are members of the Gold Coast Concierge Association. All instructors are and will continue to be CPR certified and capable.

Roland White, president of GCAA, has been a professional Ocean Rescue Lifeguard with City of Deerfield and City of Miami Beach with over 12 years experience prior to starting GCA and has true water and lifesaving experience as well as coaching. Roland also participated in Junior Lifeguard program in Deerfield, so he has extensive workings of teaching water knowledge, safety, skills and fun for kids as well as adults. He was also a surf instructor for Island Water Sports and is currently subcontracted to Island Water Sports for their evening paddles 2 times per week. He was the first African American lifeguard on Deerfield Beach.

Part VII - Cost Proposal

Year one – Site A, North Beach Area
\$800/month x 12 months = \$9,600 annually

Year two – Site A, North Beach Area
\$850/month x 12 months = \$10,200 annually

Year three – Site A, North Beach Area
\$900/month x 12 months = \$10,800 annually

Grand Total Site A, North Beach Area
\$30,600 for three years

Equipment Listing (pictures on disc)

<u>Description</u>	<u>Qty.</u>	<u>Total Value</u>
Paddleboards (R)	54	\$54,000
Paddles (R)	60	\$10,000
Leash (R)	60	\$1,200
Surfboards (R)	20	\$10,000
Life Vests (R)	60	\$500
Safety whistle (R)	60	\$200
Trailer (A)	1	\$4,000
Tent (A)	2	\$2,000
Beach flags (A)	4	\$1,200
Truck (A)	1	<u>\$20,000</u>
Total		\$103,100

Part VIII - Technical Proposal

Tab 1: Proposal signature page

City of Fort Lauderdale

Bid 725-10660

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) 1/10/2012 (date)

Name (printed) BAMY WESTAW Title: MG. Dir

Company: (Legal Registration) STAND UP PADDLE LESSONS LLC

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE 6607.1501 (visit http://www.dos.state.fl.us/).

Address 6161 SW 70th ST

City Plantation State: FL Zip: 33317

Telephone No: 954-326-1161 FAX No. Email: bwestaw@yahoo.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1

Payment Terms (section 1.04): N30 Total Bid Discount (section 1.05): 0

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE [checked]

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

Table with 2 columns: Addendum No., Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services? YES [checked] NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations: N/A

Tab 2: Understanding of the City's needs

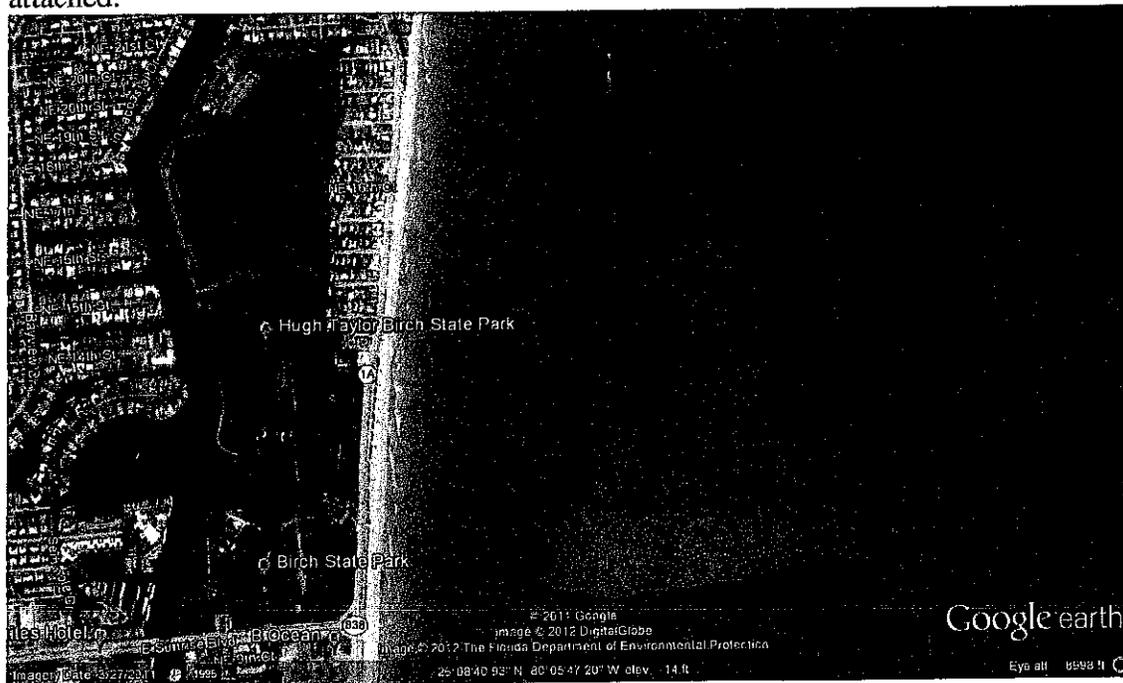
Known for our customer service and extensive local knowledge of water and sea life, we always preach safety first and will make sure we only put customers on boards in appropriate weather conditions. With Roland's prior Ocean Rescue experience, we always mind all City Safety Rules for the water. He's familiar with all the lifeguard and emergency codes and has first responder experience. Everyone will be encouraged to come and paddle, even those that have boards and simply want other people to paddle with. Bring your board and chair, come to relax, paddle and have a stress free time.

On a monthly basis we will host free events for the public in coordination with various local businesses that sell SUP boards to further promote the sport. Local gyms and yoga classes can participate in SUP balance, yoga, pilates and strength training classes. Stand Up Lessons, LLC will also organize and host at least one yearly race and one surf contest to benefit a local Fort Lauderdale charity. We will work with other local businesses who want to promote nutrition, health and fitness education to under-privileged families.

We have the ability to get boards and paddles direct from the Ark factory to meet the ever growing demand of paddlers and to replace older boards. Our staff is extremely qualified to handle any and all board repairs to keep inventory maintained up to the city's standard.

Tab 3: Proposed Operational Plan for Site A – North Beach

A. Site Plan - see attached.



B. Security Measures during operational hours/Daily removal of concession equipment

All Paddleboards and Paddles are clearly identified and marked. We have a secure trailer to put any personal belongings of employees and patrons. We have intuit credit card machine to take secure credit card transactions. We keep all items in waterproof and secure boxes. Manager/owner will come by and man area periodically during each day as well to remove cash from premises. We have a secure, locked garage at 3000 NE 9th St as well. Set up and take down is less than 30 minutes total, so in the event of quick weather condition change, all items can be secured and removed from the beach concession quickly and efficiently.

C. Hurricane Preparedness/Evacuation Plan

All items are secured and removed from concession area daily. We will not operate in inclement weather, and have all items secured offsite out of hurricane zone. We monitor and keep up with all official City, County and Ocean Rescue warnings and can be evacuated in less than 1hr. time.

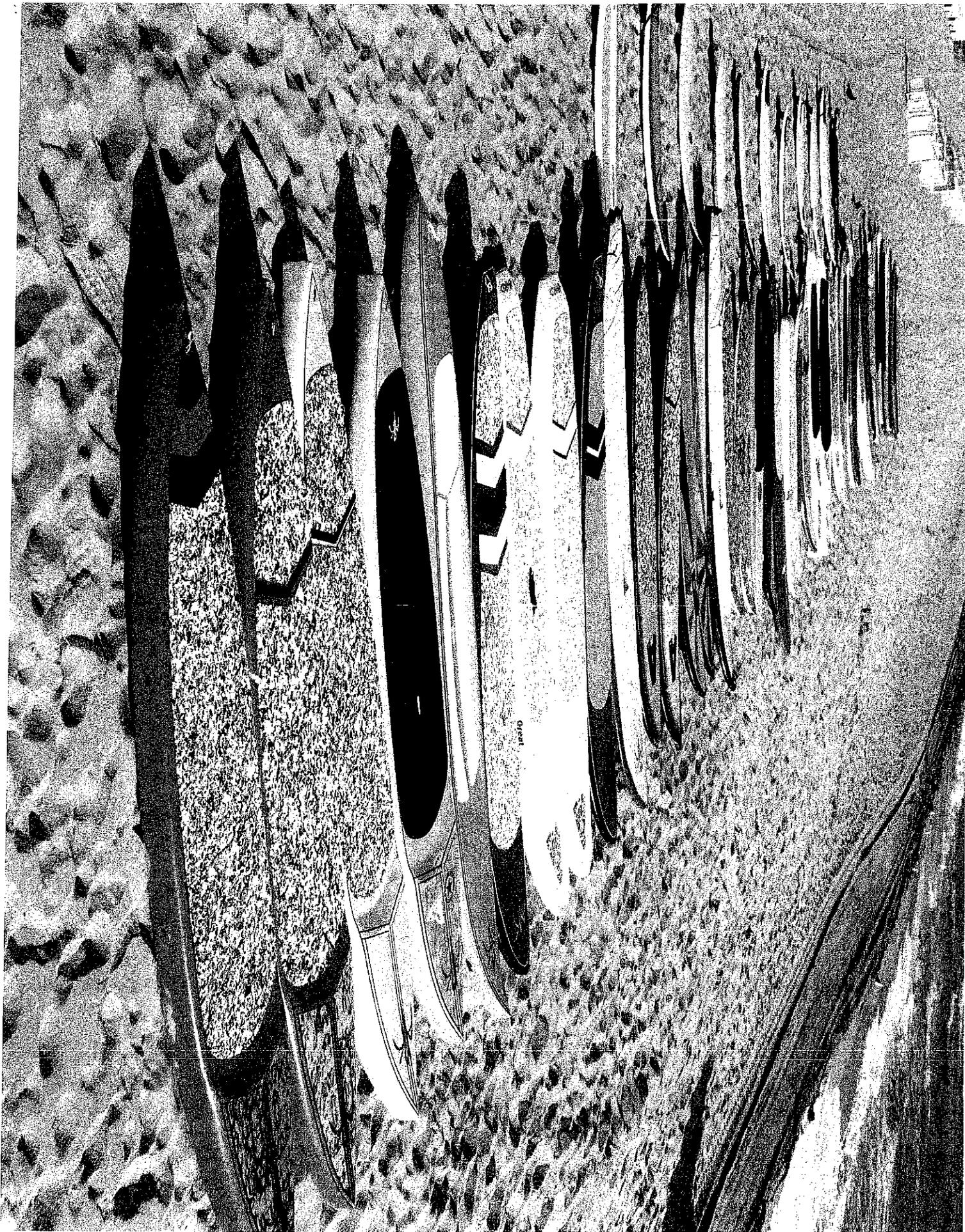
D. Proposed Uniform- Shirt/Shorts – marked with logo. See attached picture.

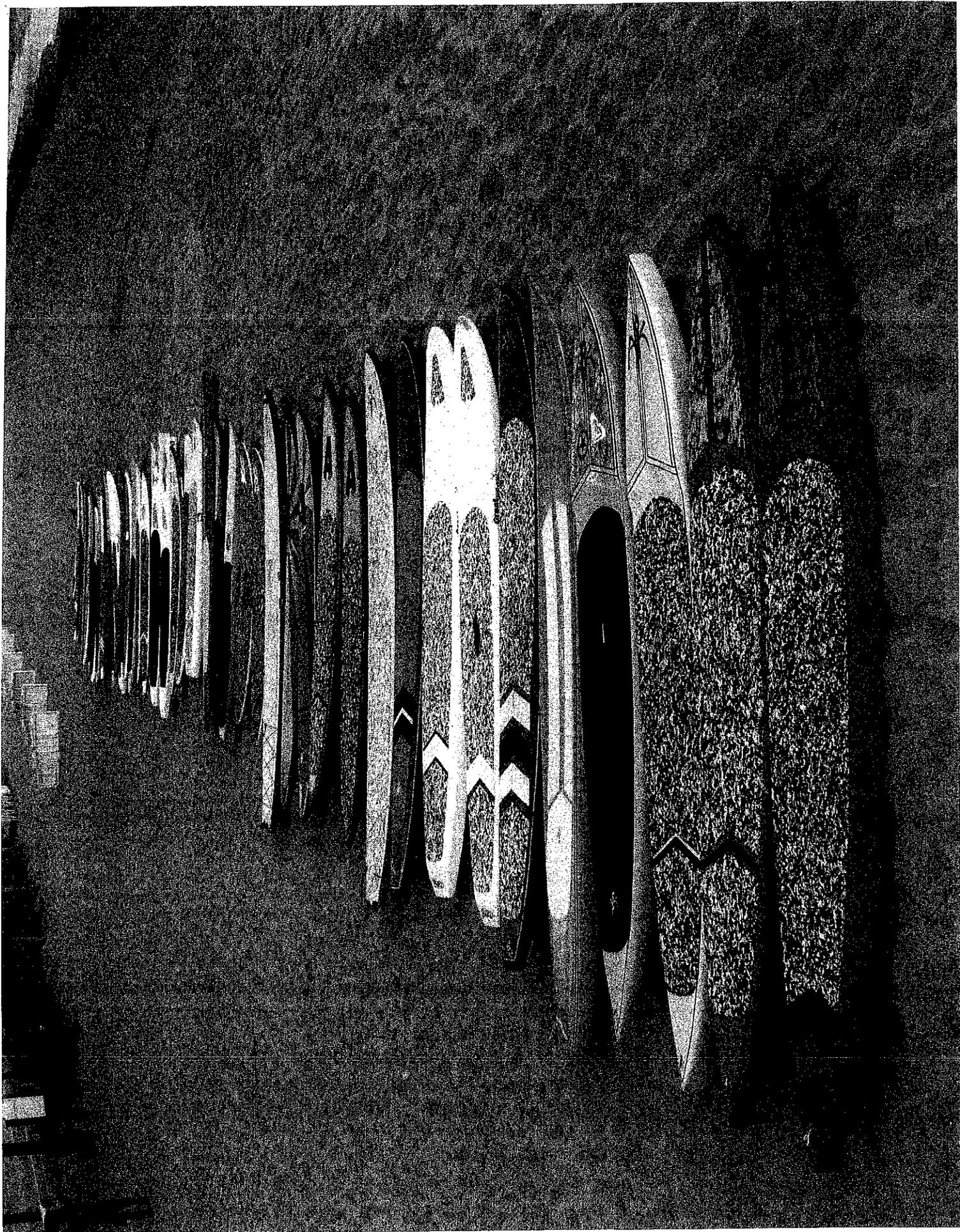


E. Work Plan including complete and adequate coverage of concession:

The number of employees on site will be determined by weather, number of bookings for rentals and surf instructions, group events, weekends and general knowledge of estimated daily rentals. We will have one employee constantly at the tent with a minimum of one employee giving lessons and watching the water.







See attached site plan photo for tent layout proposal (Tab 3 – A.) We are proposing two tents for two locations as it becomes hazardous to have over 30 paddleboards at one time in one area. It is not uncommon for us to have a single group over 30 people. When this is the case, the larger groups will be directed to the North end by 18th St. while individuals or small groups will paddle at the main area, 200 feet North of Birch State Tunnel. Trailer will be utilized to secure extra or overflow paddles, boards and safety equipment.

F. Currently Held certifications – Lifeguard Certifications (Lifeguard Cert., CPR Training, First Aid)

G. Currently Held Memberships in Professional Associations associated to Paddleboard activities:

- South Florida Paddleboard Association
- Surfrider Foundation
- WPA (World Paddle Association, Race Circuit)
- South Florida Longboard Association
- Gold Coast Concierge Association

H. Safety Policy/Procedures for patrons

i. Pre-Rental Instruction – Instruction and information on the safe operation of a SUP/Stand Up Paddleboard

1. Introduce the instructor and make sure everyone has knowledge of English and has basic swimming knowledge and basic balance. Gain any information on patrons that is necessary for us to provide proper training information.
2. Nose of the Paddleboard is the front. Sides are called rails, rear of the board is the tail. Fins underneath help control direction.
3. Center of board is where a handle is, and instruction is provided on land first to demonstrate where to place feet shoulder width apart on either side of this handle.
4. Paddle is used for propulsion. Correct measurement of paddle is 6”-8” above the top of the patron’s head. We provide different sizes of boards and paddles (some of which are adjustable) to meet the needs of the various sizes of patrons. At our land introduction, we match up all boards and paddles to patrons prior to launch. At that time, we affix safety equipment on board (i.e. Safety leash/ life vest and whistle).
5. Land Demonstration is provided first. Then patrons launch in water with instructor to ensure safe operation. Visual inspection is done and confirmation of patron comfort is confirmed audibly. Safety tow rope at end of instructor’s board is always attached in the event we need to secure a patron or handle rescue situation. As part of land demonstration, we verbally instruct to mind all lifeguards, to look at towers as landmarks.
6. On the water we keep new paddlers within the boat markers of lifeguard safety swim zones. A safe distance is kept from all swimmers in the water. When instructor is in water with patrons, we repeat the right of way, cautions and markers and gain verbal confirmation from patrons. When paddler is leaving

shore we make sure they begin their paddle going into the wind so they do not get blown too far down wind causing instructor to rescue paddler.

To ensure the pleasant experience of paddle boarding, we advise patrons to use sunscreen (we provide to patron complimentary at site if necessary), take off jewelry, expensive sunglasses. We have hats they can use during rental if needed. We have a First Aid Kit on hand at tent/concession site.

ii. Copy of Waiver & Release

BOARD _____ safety equipment (lifejacket/whistle) _____
Sport Participant Release of Liability, Waiver of Claims EMAIL: _____
Please read and be certain you understand the Implications of signing

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Gold Coast Aquatic Adventures, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head and neck and back or other bodily injuries that may result in permanent disability or death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. _____ received safety equipment
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to water, wind, rain, trees, stumps, posts and other natural and man-made hazards.
5. My own negligence and/or negligence of others, including but not limited to the operator error and guide decision making including misjudging terrain, weather or other obstacles.
6. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to inclement weather, thunder and lightning, severe or varied wind, temperature, water hazards, including rip currents, marine life and underwater obstacles.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, dizziness, which may diminish my/our reaction time and increase risk of accident.
10. Impact or collision with other athletes, spectators, or people utilizing water.

*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate with the above described activity (ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, the following named persons or entities, here in referred to as releases. If rental board is damaged by renter or guests, renter is obligated to repair or replace any lost or damaged boards. Replacement to full value and to be collected at end of rental or within 7 business days. Safety equipment must be returned, or will be added to total of rental cost. _____

2. To release the releases, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility whatsoever and for my claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this agreement.

4. This agreement shall apply to any and all injury, disability, death or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

S/ _____ N/ _____ Date _____
Signature of Adult Participant Name of Participant (Please Print)
Address of Participant

Driver License Number and State _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree to not only his/her release of all Releases, but also to release and indemnify the Releases from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____ N/ _____
Signature of Parent or Adult legal Guardian Name of Parent or adult legal Guardian (Please Print)
If participant is a Minor, and by their signature,
They on my behalf release all claims that both
They and I have

iii. Training Sessions for concession personnel – Rescue Operations/Procedures – Weekly

Weekly review includes: Basic Rescue for patron that falls off board, and how to get patron back on board.

Weekly training sessions are done in person as constant training for new associates and long term associates on how to rescue a patron, including towing a patron and using a rescue tube. We practice how to give a rescue tube to a patron in the water, how to clip tube to patron, how to flip a paddleboard over to use as a rescue board. New staff will receive daily training for 4 weeks. New staff are mentored and followed by experienced staff and management.

iv. Training Sessions for personnel for safety briefings – Conducted daily before day starts and continues during day if weather, wind, current, water conditions change.

Before any paddle day starts:

1. Begin with current weather conditions and daily weather notifications via the N.O. A.A. system. This includes wind directions, speed, air temperature, heat index, water temperature, water conditions and clarity, wave height and current direction as well as boating conditions.
2. Visual sighting of water/marine life and sea pests
3. As Ocean Rescue Lifeguards begin day, we check all of their postings and flags as confirmed for daily conditions.

This is updated hourly. All personnel have 2 way radios and water bags for phone use. All concession personnel are in communication at all times whether on the water or not.

I. Policy/Procedure for internal controls to record sales for Concession Area

We will provide pre numbered receipts for all transactions for patrons and pre-numbered liability waivers. We have a daily sheet for all confirmed pre-bookings and it is easily identifiable to who pays what. Total of Sales sheets for day to be entered in computer system via software system. CPA records will be provided as per City Bid request.

J. Concession Marketing Plans – We plan to utilize the proven methods of social media marketing that has been in place for 2 years and will continue to print advertise as well. We will look at opportunities to advertise and co-market with the City of Fort Lauderdale for events. We have brochures with website, Facebook and phone contact information that includes tags.

We have advertised in Fort Lauderdale edition of TravelHost Magazine as well as NewTimes Broward/Palm Beach Edition. We continually evaluate which publications will best target audience and fund advertising.

We are listed on Sunny.org website (Greater Fort Lauderdale CVB) as well as InTown411.com

<http://mobi.sunny.org/things-to-do/sports/venue?id=3771>

<http://www.intown411.com/intown-map-and-city-guide>

Have website and Facebook and YouTube Channel with over 1,000 fans that have strong following. We continually post weather conditions, how to instructions, demos, pictures and videos. People can watch our demonstrations from smart phones prior to paddling as well.

<http://www.youtube.com/user/GoldCoastPaddleboard?feature=guide>

Facebook page: Gold Coast Aquatic Adventures

We have utilized daily deal sites that have raised our clientele and internet profile via Groupon, Living Social, Coupsters, CBS Channel 4 Local Offers (Fort Lauderdale/Miami Market), CVB Lauderdeals, coupz.com and dealsurf.com. We utilize constant contact to reach out to client base via email.

We have co-marketed with several Local Surf Shops for Demonstrations (SurfWorld, BC Surf & Sport, GrooVee Surf Shop, Liquid Addiction Surf Shop).

We were selected as Best Paddleboard Company by Gold Coast Magazine.

We have been published in Fort Lauderdale Sun-Sentinel for one of our demonstrations provided on Fort Lauderdale Beach

<http://www.sun-sentinel.com/news/nationworld/sfl-florida-wildlife-pictures-20110814-016.0,5638272.photo>

K. Other Info. We have independent site reviews posted on Yelp, Google and have additional references that can be provided from following hotels and properties in Fort Lauderdale:

- Pelican Beach Resort
- Sun Tower Hotel & Suites
- W
- Westin Beach Resort
- Sheraton Fort Lauderdale Beach
- Bahia Cabana Beach Resort
- Southport Raw Bar
- Westin Fort Lauderdale
- Marriott North

Stand Up Lessons, LLC will provide daily beach clean-ups keeping our working area as clean as possible. We do not want our clients to step on or see any garbage in the sand as they walk to and from the water. Any floating debris seen in the water by our instructors will also be collected and disposed of properly.

We have seen numerous paddleboard rental companies come and go any many struggling to get by. Our aggressive hands-on marketing and excellent customer service has proven to be extremely effective over the last couple years. Our inventory of boards far exceeds

all our competition as they are constantly calling us for boards to use for larger parties they can't handle.

Stand Up Paddle Boarding is the fastest growing sport in the world. It has been our goal since 2007 to have South Florida become the Stand Up Paddleboard Capital of the World. With support from the City of Fort Lauderdale, we believe this goal can be achieved, focused primarily on Fort Lauderdale Beach.

Tab 4: Rates

We will abide by the Recreation Division Y.E.S. fee structure, providing a 75% fee discount for youths, under 18, on a free or reduced lunch program at their school for City of Fort Lauderdale residents.

Hourly Rates for SUP boards (includes lessons):

1 hour	\$15	no security deposit
2 hours	\$25	no security deposit
4 hours	\$60	no security deposit

Private surf instructions (no security deposit):

1 hour private lesson	\$60
1 hour 2-4 people	\$40 each

We would also allow anyone to purchase a membership which gives one the ability to use any board for an entire day at a minimal fee. Memberships will help encourage those who either can't afford the high start up cost of the sport and those who do not have the ability to store and/or transport SUP boards.

Member Fees (yearly membership):

Family Membership	\$1,000	2 boards all day for \$10 each
Blue Member	\$600	1 board all day for \$10
Green Member	\$300	1 board all day for \$20

Tab 5: Financial Proposal to the City of Fort Lauderdale for Site A

Year one at \$800 a month or \$9,600 annually
Year two at \$850 a month or \$10,200 annually
Year three at \$900 a month or \$10,800 annually

Grand Total Site A, North Beach Area = \$30,600 for three years

Tab 6: Responses for questionnaire – Part III

1. The only time we would need from award of contract to begin operations is 14 days to get all insurance papers necessary and to add the City of Fort Lauderdale as additionally insured.

2. Collectively over 25 years of surf and paddleboard instructions.

3. No formal contracts

4. Together, Gold Coast and Ark Boards organized, sponsored, promoted and ran collectively over 20 large scale races/events in the last three years with proceeds benefitting charities for over half of them. At every event we gave free SUP lessons and demos to thousands of men and women – from the age of 5 to 85 years old.

- Working with Surfworld surf shop in 2009, we created the first SUP race series in South Florida.
- Organized waterway cleanup at George English Park with over 30 participants all on SUP boards, 2009.
- Mother's Day Race with ISHOF for the Fort Lauderdale Centennial across from the ISHOF, 2011.
- City of Pompano Beach via the Chick-Fill-A and Pompano Piranhas swim teams (4 events to date), 2011-2012.
- Created, promoted, sponsored and hosted our annual SUP fishing tournament, (Cast for Kids) in Pompano Beach, 2010, 2011.
- Co-planner, promoter and sponsor for world record long distance paddle from Key West to New York City for Plastic Free Ocean, 2010.
- Organized and ran largest prize purse SUP race in the world (\$35,000 cash prizes), South Beach, 2011.

We have worked with Naples Baptist Church, Inspiration Youth of Fort Lauderdale, Broward Children's Center, South Florida Boaters Association, numerous hotels, paddle birthday parties, Bachelorette Parties, meeting/convention groups, team building exercises and Girl Scout Groups. We have also worked with two different autistic groups providing lessons and outings for autistic children four times.

Tab 7: Non-Collusion Statement

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

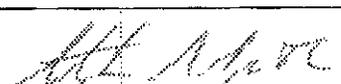
PRODUCER Alexander and Greep Insurance 2727 E. Oakland Park Blvd. Ste 200 Ft. Lauderdale, FL 33306 Phone (954)561-9496 Fax (954)561-1350	CONTACT NAME: Johnathan Tate	
	PHONE (A/C, No. Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	
INSURED Gold Coast Aquatic Adventures 1501 S Ocean Blvd #106 Pompano Beach, FL 33062- (754) 366-7504	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Penn America Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	PAC6908654	04/22/2011	04/22/2012	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 1,000,000						
	\$						
	\$						
	\$						
	\$						
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Goldcoast Aquatic Adventures 1501 S Ocean Blvd #106 Pompano Beach, FL 33062	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Underwriting Screen shows the following driver in the household.

**S0853AA CBSD (KELLY 110633062) UNDERWRITING REVIEW
DRIVER BIRTHDATE LICENSE NUMBER DRL EXP ST MVR
WHITE, ROLAND J 03/27/66 Y-E FL 05/11
SSN: XXXXX1242 ORG LIC DATE: 03/01/1982
051811 CLEAR**

This is the only thing I have to send to show drivers.

Thanks,

Deb

Deborah S Adams

Ted Hess Insurance Agency, Inc.

State Farm - Providing Insurance and Financial Services

Call or click today to receive our State Farm Good Neighbor service 24 hours a day

Web: Click Here to Visit Our Office Online

Email: Debbie@TedHessagency.com

Address: 1432 N Federal Highway, FT. Lauderdale, FL. 33304

Phone: **954-537-7555** Fax: **954-537-5682**

<http://www.facebook.com/pages/Ted-Hess-State-Farm-Agent/>

Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Mutual Automobile Insurance Company

Does hereby insure: CHRISTINE M KELLY
1501 S OCEAN BLVD APT 106
POMPANO BEACH, FL 33062-7403

with loss payable to: REGIONAL ACCEPTANCE CORP PO BOX 6000
WINTERVILLE NC 28590-6000

Policy Number: 108 7896-D30-59G

Year	Make	Vehicle Identification Number (VIN)
2007	VOLVO XC90 SPORT WG	YV4CY982671401196

Coverages

Liability 250/500/100	Comprehensive \$250	Collision Ded \$500
--------------------------	------------------------	------------------------

Effective January 09, 2012, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date 1/9/12

Ted Hess by *Sharon M. Staudenmann Adams*
Authorized Representative
LSA A25836

Ted Hess Insurance Agency, Inc
State Farm Insurance
1432 N Federal Hwy
Ft Lauderdale, FL 33304
(954) 537-7555 Fax(954) 537-5682
Email: ted.hess.bxk8@statefarm.com

JANUARY 09, 2012

AUTO POLICY STATUS

H PHONE: (954) 545-9323

KELLY, CHRISTINE M MUTL 108 7896-D30-59G DRG: 18 GRG: 18 LRG:04
1501 S OCEAN BLVD APT 106 TERR: 077
POMPANO BEACH FL 33062-7403 07 VOLVO XC90 CLASS:1H0H50H0004
SPORT WG ACC FREE: OCT-30-01
VIN: YV4CY982671401196 BIRTH: MAY-29-67

STATUS:SFPP DUE DATE: TERM DATE: TOT PREM: 784.38
AMT DUE:SFPP OXD:OCT-30-01 COV DATE:MAY-12-11 PREV PREM: 837.93

A	250 /500 /100	370.29	R1	80%	/1000	12.00
P10		73.48	U3	250	/500	173.66
D250		47.76				
G500		95.52				
H		1.60				

SFPP ACCT: 0424-3654-19

AMT PAID: SFPP DATE PAID: SFPP
AGE 44, HOD \$16.86 CONDO, AFD 10YR \$166.73,
VSD 30% \$27.13, ABS 5%, ANTI-THEFT 10% \$4.98,
FHCF ASSMT \$10.07, ODM 41324 02-11, MLD 17%
\$111.63 CONDOMINIUM & PLUP-RM.

KELLY, CHRISTINE M 2007 VOLVO XC90 108 7896-D30-59G
EXCEP. & END: FINANCED - 25496, REGIONAL ACCEPTANCE CORP PO BOX 6000
WINTERVILLE NC 28590-6000.

RP POL: 1087896-59F
POLICY FORM: 98107

COV. S NAMES S AMT



EXHIBIT C

**BEST AND FINAL
RFP #725-10900
PROPOSAL PAGES - COST INFORMATION**

Year One - Site A North Beach Area:

\$ 1,500.00 /month X 12 months = \$ 18,000.00 /annually
(preferred minimum \$ 600 per month)

Year Two – Site A:

\$ 1,550.00 /month X 12 months = \$ 18,600.00 /annually
(preferred minimum \$ 650.00 per month)

Year Three- Site A:

\$ 1,600.00 /month X 12 months = \$ 19,200.00 /annually
(preferred minimum \$ 700.00 per month)

Grand Total Site A: North Beach Area: \$ 39,600.00 /3 years
59,800

Offeror, by submitting this Best and Final, affirms that they have read and understood the revised Designated Activity Area.

Submitted by: _____

(signature)

Name: BARRY W. SHAW Title: MGR.
(printed)

Company: (Legal Registration) STAND UP PADDLE LESSONS LLC

Date: 2/10/2012

Richard Ewell

From: Barry Shaw <shawsurf@yahoo.com>
Sent: Thursday, February 16, 2012 11:18 AM
To: Richard Ewell
Subject: Re: paddleboard bid

Yes

Sent from my iPhone

On Feb 16, 2012, at 9:27 AM, "Richard Ewell" <REwell@fortlauderdale.gov> wrote:

Barry – I found a math error on the Best and Final offer you submitted. The three totals add up to \$55,800, not \$39,600 as stated on the form you submitted. Is it your intent to offer \$55,800?

Richard Ewell
City of Fort Lauderdale
Procurement Services
PH 954/828-5138
FX 954/828-5576