

# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DEPARTMENT

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<b>Period Covered:</b> 11/18/09 – 11/17/10	<b>Contract No.:</b> 102-10400	<b>Master Blanket:</b> N/A
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**Awarded Vendor:**

One Beat CPR Learning Center, Inc.  
3801 SW 47 Avenue, #505  
Fort Lauderdale, FL 33314

Delivery: Same Day  
Payment Terms: Net 30

Attn: Lon Rosen  
954-321-5305  
Fax 954-683-3180  
Email: [lon@onebeatcpr.com](mailto:lon@onebeatcpr.com)  
Website: [www.onebeatcpr.com](http://www.onebeatcpr.com)

Insurance Coverage Required: Yes  No   
Authorized for Purchases: Under \$25,000  Over   
Extension Options: Yes  No  Years: 3, 1 yr extensions

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**CPR and First Aid Classes**

Cost per Student \$ 17.60 / each  
Includes all costs, including supplies, materials, equipment,  
certification cards and any travel

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Department Contract Co-Ordinator: Todd Jackson, Police, (954) 828-5606

Procurement Specialist: Michael F. Walker, CPPB, A.P.P., FCPM, FCPA

THIS AGREEMENT, made and entered into this 18 day of Nov, 2009, is 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 One Beat CPR Learning Center, Inc., a Florida corporation ("Contractor"), whose address and phone are 3801 SW 47 Avenue, #505, Fort Lauderdale, FL 33314, 954-321-5305, fax: 954-683-3180.

WHEREAS, the City issued Invitation to Bid Number 102-10400 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on November 18, 2009, the Procurement Director of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB

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:

1. The Contractor agrees to provide to the City CPR and First Aid Classes in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning 11/18/09 and ending 11/17/10 for the requirements listed above.

2. This contract form, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form;  
Second, any and all addenda to the City's ITB in reverse chronological order;  
Third, the ITB;  
Fourth, the Contractor's response to any addendum requiring a response;  
Fifth, the Contractor's proposal in bid to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.



ORIGINAL

BID

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, 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: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version.

Submitted by: [Signature] (signature) [11/13/09] (date)

CONTRACT COPY

Name (printed) [LON ROSEN] Title: [PRESIDENT / OWNER]

Company: (Legal Registration) [ONE BEAT CPR LEARNING CENTER]

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/doc/ ).

Address: [3801 SW 47 AVE #505]

City [FT. LAUDERDALE] State: [FL] Zip [33314]

Telephone No. [9543215305] No. [9546833180]

E-MAIL: [LON@ONEBEATCPR.COM]

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): [SAME DAY]

Payment Terms (section 1.03): [30-90 DAYS] Total Bid Discount (section 1.04): [0]

Does your firm qualify for MBE or WBE status (section 1.08): MBE [ ] WBE [ ] - N/A

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

Addendum No. [ ] Date Issued [ ]

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

## Bid 102-10400 CPR and First Aid Classes

Bid Number **102-10400**  
 Bid Title **CPR and First Aid Classes**  
  
 Bid Start Date **Nov 5, 2009 4:36:38 PM EST**  
 Bid End Date **Nov 16, 2009 2:00:00 PM EST**  
 Question & Answer End Date **Nov 13, 2009 7:00:00 AM EST**  
  
 Bid Contact **Michael F Walker**  
**Procurement & Contracts Manager**  
**Procurement**  
**954-828-5677**  
**mwalker@fortlauderdale.gov**

Contract Duration **1 year**  
 Contract Renewal **3 annual renewals**  
 Prices Good for **90 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide CPR/First Aid Classes to include Automatic Electronic Defibrillator (AED) instruction for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

**Please note that bidders must be able to provide an insurance certificate with the insurance requirements as stated in this bid document, prior to award. It is not necessary to submit your insurance certificate with the bid.**

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**Changes made on Nov 13, 2009 6:55:12 AM EST**

Previous Q & A End Date

New Q & A End Date **Nov 13, 2009 7:00:00 AM EST**

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### Item Response Form

Item **102-10400-1-01 - CPR and First Aid Classes (priced per each student)**  
 Quantity **720 each**  
 Unit Price **\$1760 EA.**  
 Delivery Location **City of Fort Lauderdale**  
Police Department/Fort Lauderdale  
 1300 W. Broward Blvd.  
 Fort Lauderdale FL 33312  
**Qty 720**

**Description**

Estimated 24 Classes of estimated 30 students = 720 students

Please provide the cost per student for an estimated annual 720 students.

(Which includes all costs, including supplies, materials, equipment, certification cards and any travel).

## PROPOSAL PAGE – PART I, COST INFORMATION

Estimated 24 Classes of estimated 30 students = 720 students

Annual estimate of 720 students X \$ 17.60 /cost per student =

Annual Cost: \$ 12672.00

(Which includes all costs, including supplies, materials, equipment, certification cards and any travel).

**NOTE: PLEASE MAKE SURE THAT YOUR FIRM IS ABLE TO PROVIDE THE REQUIRED INSURANCE AS STATED IN THIS BID DOCUMENT, IF YOU ARE AWARDED THIS CONTRACT. INSURANCE CERTIFICATES ARE NOT REQUIRED WITH THE BID, HOWEVER, MUST BE PROVIDED PRIOR TO AWARD. ANY ADDITIONAL COST FOR THIS INSURANCE SHOULD BE PART OF YOUR COST ABOVE.**

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:

revised 9-08-09

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

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

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

**NAME**

**RELATIONSHIPS**

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\_\_\_\_\_

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**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.**