

Solicitation 775-9614

Competitive Dive Team & Instructional Programming

City of Fort Lauderdale

Bid 775-9614 Competitive Dive Team & Instructional Programming

Bid Number 775-9614
Bid Title Competitive Dive Team & Instructional Programming

Bid Start Date In Held
Bid End Date Oct 24, 2006 2:00:00 PM EDT

Bid Contact Richard Ewell
Purchasing
954-828-5138
rewell@fortlauderdale.gov

Item Response Form

Item	775-9614 - Competitive Dive Team & Instructional Programming
Quantity	1 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	City of Fort Lauderdale <u>12 Fire stations and 1 Support Services</u> See bid specifications Fort Lauderdale FL various Qty 1

Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide and operate a sanctioned competitive USA Diving Team, competitive diving and sports camp, diving lesson programs for the City of Fort Lauderdale Department of Business Enterprises for children and adults at the Fort Lauderdale Aquatic Complex and related programs or services for the City's Department of Business Enterprises in accordance with the terms, conditions, and specifications contained in this Request for Proposals. In addition, the dive team will co-host and support special events and competitions with the City of Fort Lauderdale at the Fort Lauderdale Aquatic Complex.

Request for Proposal

775-9614

Competitive Dive Team & Instructional Programming

**Opens: 10/24/06
2:00 p.m.**



Venice of America

City of Fort Lauderdale

***Issued for Business Enterprises Department
By the Procurement Services Department***

***Richard Ewell, CPPB
(954) 828-5138***

E-mail: *rewell@fortlauderdale.gov*

Visit us on the web at www.ci.fort-lauderdale.fl.us/purchasing

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REQUEST FOR PROPOSALS

RFP NO. 775-9614

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PART I - RFP SCHEDULE

Release RFP	09/22/06
Last Date for Receipt of Questions of a Material Nature	10/13/06
Addendum Release (If required)	10/17/06
PROPOSAL DUE (Prior to 2:00 PM)	10/24/06

City of Fort Lauderdale, Office of Procurement Services
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301

SUBMIT RESPONSE IN HARD COPY, (PAPER ONLY). PROPOSER SHALL SUBMIT ONE (1) ORIGINAL AND SIX (6) COPIES ON OR BEFORE THE DUE DATE/TIME SHOWN, TO THE LOCATION SHOWN.

PART II - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (CITY) is seeking proposals from qualified firms, hereinafter referred to as the Contractor (CONTRACTOR), to provide and operate a sanctioned competitive USA Diving Team, competitive diving and sports camp, diving lesson programs for the City of Fort Lauderdale Department of Business Enterprises for children and adults at the Fort Lauderdale Aquatic Complex and related programs or services for the City's Department of Business Enterprises in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). In addition, the dive team will co-host and support special events and competitions with the City of Fort Lauderdale at the Fort Lauderdale Aquatic Complex.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot at www.rfpdepot.com. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. LAST DATE FOR QUESTIONS

Any questions Proposer's wish to be addressed and which might require an addendum must be submitted in writing to the City's Procurement Services Department. The City shall accept written questions of a material nature until the date and time shown in the RFP schedule. All questions will be reviewed and an addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. To expedite receipt and response to these questions, Proposers are requested and HIGHLY ENCOURAGED to use the Question/Answer function of the RFP Depot site, available to registered vendors of RFP Depot. (REGISTRATION IS FREE). Visit www.rfpdepot.com

All inquiries should include the RFP number, and specify RFP Section number, page and paragraph reference for each question. It is anticipated that an addendum, if needed, will be issued within 2 days of the Last Date for Receipt of Questions.

04. ELIGIBILITY/QUALIFICATIONS

To be eligible to respond to this RFP, the proposing Contractor/vendor must demonstrate that they, or the principals assigned to the contract, have successfully completed services, the same or substantially similar to those specified in the Technical Specifications/Scope of Services section of this RFP.

1. Current United States Diving Certified Coach in good standing.
2. Minimum 10-years experience as head Coach and/or Assistant of a USA Diving sanctioned club/team or NCAA Division I, II or III College/University.

3. Proficient at current spotting techniques on trampoline and dry board as well as have a basic knowledge of proper techniques for stretching, conditioning and exercise as it applies to all levels of divers.
4. Experience in operating and building a large program including team operations, developing divers from Novice to National and International levels, operating summer camps, meet management, group lessons and masters diving.
5. Must possess a high level of technical knowledge in developing top-level divers as well as strong administrative abilities in operating a small business.
6. Must have the ability to work effectively with athletes as well as others within the City of Fort Lauderdale and current and potential sponsors.
7. Must have a proven track record with athletes as well as the understanding and ability to build, maintain and direct a large program.
8. All coaches and/or instructors must possess CPR, First-Aid, Safety Training for Coaches as defined by USA Diving. **Exhibit 1**
9. Experience in the planning, organizing and operating a USA Diving and FINA sanctioned competitions.

05. TRANSACTION FEES

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this RFP .

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

04. 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.

05. 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.

06. PROPOSERS' COSTS

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

07. 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 proposer.

08. PUBLIC RECORDS

All records made or received by the City in connection with this Agreement and all records made or received by the Contractor in connection with this Agreement shall be public records subject to public inspection and copying pursuant to the Florida public records law absent an applicable exemption. The city attorney's or the city attorney's designee's determination of whether a record is subject to public inspection and copying or whether a statutory exemption applies shall control.

The Contractor shall 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, and agents against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award of attorney fees, that may arise out of or by occasioned by the City's treatment of any records as public records, and against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award of attorney fees, that may arise out of or be occasioned by the City's treatment of any records as exempt from disclosure.

09. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall be for a two (2) year period. The City reserves the right to extend the contract for two (2) additional two (2) year terms providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall compensate the City for the service at the rate in effect when this extension clause is invoked by the City.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement with respect to the City securing similar or identical services from other contractor(s). Contractor agrees that the City may, at any time, provide or secure similar or identical services at its sole option. (e.g., summer programs conducted by City staff).

While this contract is for services provided to the City's Department of Business Enterprises, 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.

11. 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 associated revenue paid to the City shall be reduced in accordance with the Contract agreement. If services have already been accomplished on the portion of the Contract to be deleted, the Contractor shall pay the City for the revenue distribution provided for in the agreement on the basis of the services provided.

12. ADDITIONAL ITEMS

The City may require additional items or instructional programs or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City a proposed fee schedule and revenue distribution to the City on such additional items based upon a formula or method which is the same or similar to that used in establishing the fee schedule and revenue distribution in his proposal. If the fee schedule and revenue distribution 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 from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

13. 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/she 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.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

15. 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.

16. INSURANCE

All Contractor students and employees shall be insured by the Comprehensive General Liability policy as determined by their program participation. All students of legal age shall submit signed liability release and waiver forms to Contractor. All students not of legal age shall submit liability release and waiver forms signed by their legal guardian/parent to Contractor. Waiver form shall be pre-approved by the City's Risk Manager and/or the City's Legal Department.

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation - Statutory
Employer's Liability \$100,000

Comprehensive General Liability Insurance

Limits: Combined single Limit Bodily Injury/Property Damage - \$1,000,000

The City shall be named as an additional insured on general liability only. Original Certificates of insurance must be submitted to the Procurement Department and shall be approved by the City's Risk Manager prior to commencement of any services conducted/competed under this agreement.

Certificate holder shall be addressed as follows:

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

17. INDEMNITY/HOLD HARMLESS

SEE GENERAL CONDITIONS, PARAGRAPH 5.08. In addition to any other indemnification provision contained in this Agreement, the Contractor shall defend at the Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, and agents against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award of attorney fees, that may arise out of or be occasioned by any act or omission of the Contractor, and against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award of attorney fees, that may arise out of or be occasioned by any act or omission of any of the Contractor's officers, employees, agents, or subcontractors.

18. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 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://ci.ftlaud.fl.us/documents/index.htm>.

19. PERMITS, LICENSES

The Contractor agrees to obtain and pay for all permits and licenses necessary for the conduct of the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws, including permit requirements of Ordinance C-93-26, of the City of Fort Lauderdale, Broward County, State of Florida and the U.S. Government, now in force or hereafter to be adopted.

20. DEFAULT

- (1) If Contractor abandons or vacates the premises prior to the expiration of the term hereof, or
- (2) If Contractor fails to make the payments as set forth herein and said payment is not made within 15 days after written notice is given to Contractor, or
- (3) If Contractor fails to perform in accordance with any of the other terms and conditions herein contained, and such default is not cured within fourteen days after written notice is given to Contractor, then City, at City's option and without further notice or demand to Contractor, may enter into possession of the premises and all improvements thereon and remove all persons therefrom and may either take possession of all furniture, equipment, and other personal property of Contractor found on the premises or remove such property or any part of it and store it at Contractor's expense. City may then either terminate this agreement or re-let the premises without prejudice to City's lawful rights and remedies against Contractor. In the event City elects to re-let premises for such rent and revenue distribution upon such terms as City may be able to obtain, Contractor shall continue to pay any difference between the rent and revenue distribution obtained by such re-letting and the rent and revenue distribution due the City hereunder.

21. BANKRUPTCY OR INSOLVENCY

If Contractor is adjudicated a bankrupt or makes an assignment for the benefit of creditors, or if the leasehold interest is sold under a legal order, or judgment, City shall have the right to immediately terminate this contract and re-enter the premises without notice or demand.

22. INSPECTION OF PREMISES

For the purposes of inspection, City reserves the right to enter upon any part of the premises at any time during the period the business is to be open under the terms of the contract agreement.

23. ATTORNEY FEES

Contractor 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 attorney's fees and court costs from the losing party.

24. SIGNS

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.

25. CONTRACT COORDINATOR

The City will designate a Contract Coordinator, initially intended to be the Aquatic Complex Manager, 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.

26. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall 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 contract.
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.

27. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process 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

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

DEFINITIONS

CITY PROGRAM LESSONS: City swimming lesson and learn-to-swim programs are generally based upon two-week sessions for groups of like students, i.e. infants, and Level I-III American Red Cross Courses during the months of June, July and August and may also include Winter Break classes in December, January and February, Spring Break classes in March and April as well as Saturday/Sunday or evening classes throughout the year. The shallow end of the dive well and diving boards are utilized for swimming lessons by the City and swim team as part of standard programming.

GROSS REVENUE: The term "gross revenue" as used herein and as the basis for percentage of revenue shall include all receipts, whether collected or accrued, derived by Contractor from all business conducted upon or from the premises at the COMPLEX.

GROUP LESSONS: Classes with more than one student/client – minimum student teacher ratio of 6:1 for diving lessons based on the student's age and ability level. Classes are from 30-minutes to one-hour increments for children ages 5 to adult.

JOINING FEES: Any fee charged to a student/client/family to initially join the team or to participate in a program, camp, clinic or class organized by the TEAM.

NEW MEMBER FEES: Any fee charged to a student/client/family to initially join the team or program or to participate in a program, camp, clinic or class organized by the TEAM.

PRIVATE LESSONS: One-on-one instruction – one student/client to one instructor for learn-to-swim, swimming lessons or to learn specific swimming skill based on the student's age and ability level. Classes may or may not focus on competitive skills. Classes typically are from 30-minutes to one-hour increments for infants age 6 months to adults.

PRIVATE COACHING: One-on-one instruction – one student/client and one coach providing stroke analysis, stroke technique work or general swimming skills improvement with or without video analysis including, but not limited to recreational, fitness, triathlon or competitive swimmers.

REGISTRATION FEES: Any fee charged to a student/client/family to officially become a member of the CONTRACTOR programs or participate in a program, camp, clinic or class organized by the TEAM.

SAFETY CERTIFIED ADULT: A person 18-years of age or older possessing an American Red Cross Water Safety Instructor certification, CPR, First-Aid and/or CPR, First-Aid and Safety Training for Coaches as defined by USA Diving. **Exhibit 1**

DIVE CAMP: A competitive program for USA Diving or FINA registered athletes (or other sanctioned national governing body) incorporating elements such as, but not limited to conditioning, technique, competition, calisthenics/dry-land training, health & fitness education, cross-training, or recreational and leisure activities.

DIVE TEAM: A group of divers created for the purpose of organized recreation activity and/or competition. A competitive diving team registered, sanctioned and recognized by USA Diving and FINA – local swimming committee Florida Gold Coast Diving.

DIVING LESSONS: Children (ages 5 and older) and adults of any age and skill level enrolled in a class to become more proficient with diving skills, technique and/or diving development. Classes may or may not be competitive in nature.

TEAM/CLUB: A group of people organized for a common purpose that meets regularly for recreation or sanctioned programs of USA Diving, but not limited to training sessions, clinics, camps, practices, competitions, and special events. May include high school diving programs during the school year.

TEAM MEMBERSHIP FEES: Any charges or dues assessed by the contractor or team and paid by divers, families or clients for membership and inclusion in TEAM programs and events i.e. monthly, bi-weekly or annual fees or dues. Also known as coaching fees or dues.

TUITION FEES: Any fee charged annually or semi-annually to a student/client/family to secure participation in the team, participate in a program, camp, clinic or class organized by the TEAM.

PROFICIENCY: Possessing the competence and adeptness in the ability, with expert correctness, to operate confidently during a competition, as a hands-on operator, the Colorado Time System Swim V - Timing/Scoring console, computer, and any related software and equipment including set up and troubleshooting.

1. TERMS & CONDITIONS

CONTRACT DIRECTOR

- A. CONTRACTOR shall coach, organize, recruit, solicit sponsorships and administrate all aspects related to the Fort Lauderdale Dive Team (hereinafter referred to as "TEAM.") including, but not limited to Team practice and Team competitions, Group Lessons, Private Lessons, Masters Diving, Visiting Dive Teams, Summer Camps and diving competitions held at the Fort Lauderdale Aquatic Complex (hereinafter referred to as the "COMPLEX").
- B. CONTRACTOR shall provide administrative, consulting, marketing and specialized coaching services to the City of Fort Lauderdale's Department of Business Enterprises at the COMPLEX for the TEAM, including teams, camps and clinics on the Age Group, Senior, National and Masters level as well as diving lesson programs encompassing individual and group instruction
- C. CONTRACTOR shall organize and coach other programs, competitions and exhibitions with obtaining use by the Aquatic Complex Manager (hereinafter referred to as "MANAGER.")
- D. CONTRACTOR shall insure DIVE TEAM membership within United States Diving (hereinafter referred to as "USD") and operate in accordance with its rules and regulations. Director shall also act as the City of Fort Lauderdale's liaison and representative, when so designated by the City's Department of Business Enterprises.
- E. CONTRACTOR shall employ and supervise additional personnel as may be deemed necessary for TEAM operations, such as, but not limited to, head coach, assistant coaches, instructors and administrative assistants at the CONTRACTOR's expense. These individuals shall be subcontractors of the CONTRACTOR, and the CITY shall not be responsible for any costs of expenses of employment and

supervision, except as specifically set for herein. The CITY shall not be responsible in any way for any additional personnel. More specifically, the CITY is not responsible for payments such as social security and other tax requirements, or for providing any of the benefits accorded to CITY employees, including but not limited to workers compensation, health and disability insurance, holidays, sick time, and retirement. No subcontractors or employees of the CONTRACTOR shall be employees or officials of the City of Fort Lauderdale.

- F. As compensation for the services rendered by the CONTRACTOR under the contract agreement, CITY agrees to pay CONTRACTOR an annual fee for each year the contract agreement is valid. All payments for services performed made pursuant to this section shall be divided into twelve (12) equal payments per year and shall be payable to CONTRACTOR on the fifteenth day (15th) day of each month. Should the contract agreement terminate prior to a completed year, City shall pay CONTRACTOR only the monthly amount for the months during which the CONTRACTOR had worked.
- G. The CITY will reimburse CONTRACTOR for the cost in hiring assistant TEAM coaches for the TEAM each year of the contract agreement is valid. All payments for coaches shall be divided into twelve (12) equal payments per year and shall be made payable to CONTRACTOR the fifteenth (15th) day of each month. CONTRACTOR shall provide invoices to the City's Department of Business Enterprises on or before the first (1st) of each month for those amounts to be paid for assistant coaches.
- H. CONTRACTOR shall, on behalf of the CITY, promote goodwill and maintain good public relations by working and cooperating with municipal, country, state, national and international diving teams and groups.
- I. CONTRACTOR shall be a consultant to the CITY's Department of Business Enterprises for conducting and improving diving programs and diving events held at any of the CITY's pools.
- J. CONTRACTOR shall assist the MANAGER in completing necessary documents to acquire hosting privileges for major national and international diving events to be held at the COMPLEX.
- K. CONTRACTOR shall coordinate daily CONTRACTOR operations, programs, and schedules with the MANAGER.
- L. CONTRACTOR and all employees, coaches, counselors or assistants hired by the CONTRACTOR shall be independent contractors not entitled to any benefits accorded to employees of the CITY.
- M. CONTRACTOR shall act at all times as the agent for the TEAM when the TEAM, under the terms of the contract agreement, is denoted as having the responsibility to carry out certain obligations as proposed by the CONTRACTOR.
- N. All competitive dive team, recreation, masters, and dive lesson programming at the COMPLEX is intended to promote and enhance the COMPLEX. The CONTRACTOR is required to refer and actively promote and refer all patrons interested in competitive team, recreation or masters diving or lessons programs to the CONTRACTOR's programs or CITY programs at the COMPLEX and no other

outside dive team or programs nor any satellite affiliated or non-affiliated dive team or program(s) of any kind without the permission and written consent of the CITY.

- O. CONTRACTOR will provide MANAGER copies of all advertising and marketing materials produced for communication and the promotion of the CONTRACTOR programs at the COMPLEX and shall obtain approval from the MANAGER for all activities other than permitted practice or programming times.
- P. The CITY reserves the right to approve all marketing and advertising materials including the name, colors, brand/logo and any mascot associated with the CONTRACTOR, TEAM and its programs at the COMPLEX.
- Q. CONTRACTOR will provide the MANAGER or the MANAGER's designee with daily attendance figures for each month including a list of all members and/or participants in connection to the operation of the TEAM and its programs including, but not limited to registered USA Diving and Masters program participants, camp members, diving lesson and diving lesson program participants. The report will include last name, age, sex, skill group, and monthly fee to be assessed to each diver. This report is due the first of each month and may be filed electronically.
- R. CONTRACTOR is responsible for handling, processing and record keeping services related to all operations under this agreement including, but not limited to: registrations, receipt of payments for dues and fees, accounting of transacted business and record keeping.
- S. CONTRACTOR or an authorized staff member may open the COMPLEX in the morning for TEAM practice and programs when utilizing the COMPLEX prior to the COMPLEX opening to the general public. The CONTRACTOR will also close and secure the facility each evening if TEAM practice or programming concludes after public operational hours.
- T. CONTRACTOR shall maintain complete and accurate records of all financial transactions pertaining to the contract agreement, including complete and accurate records of all GROSS REVENUE generated by the CONTRACTOR'S operations at the COMPLEX and all expenses incurred by the CONTRACTOR in connection with CONTRACTOR operations at the COMPLEX. All financial records pertaining to this Contract shall be open for inspection and/or audit by the CITY or its designees at any and all reasonable times.
- U. CONTRACTOR shall conduct business in a professional and courteous manner to the satisfaction of the CITY. CONTRACTOR and all personnel under the direction of the CONTRACTOR must obey all CITY rules, regulations, policies and ordinances.
- V. CONTRACTOR shall provide qualified/trained coaches and instructors for all programs offered. CPR, First-Aid, Safety Training for Coaches as defined by USA Diving for CONTRACTOR programs. A first aid kit provided and maintained by the CONTRACTOR shall be available at all times during its programs and practices.
- W. CONTRACTOR shall maintain all CITY property in an "as is" condition and shall police and clean up all teaching/coaching areas utilized by the CONTRACTOR at the close of each session so that such areas may be utilized by the CITY without further assistance from CITY personnel.

- X. No signs, banners or advertising is permitted at the COMPLEX without the approval of the MANAGER.
- Y. When CONTRACTOR utilizes CITY facilities, CONTRACTOR shall supply safety-certified adult supervision during all TEAM activities, practices and programs and shall remain on the pool deck at all times during TEAM activities practices, and programs.

2. DIVE TEAM

- A. The status of the Dive Team (hereinafter referred to as "TEAM") will be one of co-sponsorship with the CITY.
- B. The CONTRACTOR and its TEAM shall not discriminate against any person in employment, contracting, or participation in any program at the COMPLEX, on the basis of race, color, religion, creed, national origin, sex, handicap, disability, or marital status.
- C. CONTRACTOR shall maintain complete and accurate records of all financial transactions pertaining to the contract agreement, including complete and accurate records of all GROSS REVENUE generated by the CONTRACTOR'S operations at the COMPLEX and all expenses incurred by the CONTRACTOR in connection with CONTRACTOR operations at the COMPLEX. All financial records pertaining to this Contract shall be open for inspection and/or audit by the CITY or its designees at any and all reasonable times.
- D. The CONTRACTOR shall submit to CITY'S Director of Business Enterprises, semi-annual financial reports outlining all GROSS REVENUE and expenses in connection with the TEAM including, but not limited to, its programs, operations, competitions and special events at the COMPLEX in a format approved by CITY'S Finance Department and/or the CITY's Office of Internal Audit.
 - 1. All records for special events and fundraising activities, including but not limited to fundraisers, swim-a-thons, donations, educational programs, and advertising, shall be maintained and included in the Semi-Annual Report.
 - 2. The CONTRACTOR shall report and remit to the CITY, within fifteen (15) days of submission of any semi-annual report, any and all registration, tuition, joining or new member fees received during each respective semi-annual reporting period for the TEAM and its programs.
 - 3. The CONTRACTOR shall submit to CITY's Director of Business Enterprises, semi-annual financial reports outlining all GROSS REVENUE and expenses in connection with programs that include, but are not limited to, team membership fees, diving lessons, instructional diving programs, dive camp and operations or special events at the COMPLEX in a format approved by the CITY's Finance Department and/or the CITY's Office of Internal Audit. Each semi-annual report shall distinguish and list fees and expenses for each month in the 6-month period.

The CONTRACTOR shall report and remit to the CITY, within fifteen (15) days of submission of any Semi-Annual Report, any and all dues and fees that include, but are not limited to team membership fees, diving lessons,

instructional diving programs, dive camp and operations or special events at the COMPLEX received during each respective Semi-Annual Reporting period for any and all programs of the CONTRACTOR at the COMPLEX.

- E. All TEAM members shall be insured by USA Diving or the Comprehensive General Liability policy outlined in this RFP, as determined by their program's participation. The CITY may inspect and copy such release and waiver forms at any reasonable time.
- F. All TEAM members of legal age shall submit signed liability release and waiver forms to the CONTRACTOR. All TEAM members not of legal age shall submit liability release and waiver forms signed by their legal guardians to the CONTRACTOR. The CONTRACTOR shall retain all such forms on file. The CITY may inspect and copy such release and waiver forms at any reasonable time.
- G. CONTRACTOR shall collect all dues and fees from TEAM members at an amount approved by CITY's Director of Business Enterprises or his designee. A report of all fees collected shall be included in the semi-annual reports required to be submitted to CITY under Section 1.C. herein. Any modification of the fee schedule is subject to the MANAGER's approval or disapproval.
- H. All expenses, regardless of their nature, incurred in connection with travel for TEAM or for any coaches will be at no cost to the CITY as otherwise provided in the RFP.
- I. When the CONTRACTOR or TEAM utilizes CITY facilities CONTRACTOR shall provide a safety certified USA Diving Coach or equivalent safety certified responsible adult individual who shall supervise the TEAM activities and remain on the pool deck at all times during TEAM activities, programs and workouts.
- J. Daily TEAM operations, practices and programs at the COMPLEX by CONTRACTOR shall be coordinated with the MANAGER.
- K. CONTRACTOR may invite visiting teams and athletes to the COMPLEX throughout the year to train with, or along side, the TEAM. Arrangements for pool space and times must be made with the MANAGER. The admission for these teams will be the then current CITY visiting team fee per day (currently \$7.00 per day/swimmer). All fees are due to CITY by the CONTRACTOR sixty (60) days following each such team visit.
- L. CONTRACTOR shall have use of one bulletin board to promote its programs, as designated by the MANAGER at the MANAGER'S sole discretion.
- M. A minimum of five (5) scholarships will be made available by the CONTRACTOR for participation on the TEAM for children of the City of Fort Lauderdale that cannot afford these services. If there exists such an interest, scholarships shall be provided only to City of Fort Lauderdale children under the age of 18 residing in the City of Fort Lauderdale. To qualify for a scholarship, a child must be a participant of Broward County Schools free or reduced lunch program and bring a voucher as proof of participation in the Broward County School free or reduced lunch program.

3. DIVE TEAM POOL PRIVILEGES

- A. Unless otherwise specified, all pool facilities listed below are located at the COMPLEX. At times other than listed in Paragraph 1 below, CITY will grant the CONTRACTOR additional use of the pools at the COMPLEX as scheduling allows, as determined by the MANAGER.

1. Diving Well: The TEAM throughout each year of the contract agreement shall generally have the use of the diving platforms and boards for those hours each day between 8:00 A.M. to 11:00 A.M. and 2:00 P.M. and 8:00 P.M.
 - a. Swimming lesson instruction will be conducted throughout the day in the shallow end of the diving well by the CITY and/or swim team – lessons may include limited use of the 1-meter or 3-meter platform/springboard.
 - b. Modifications to scheduled use of the dive well may occur periodically due to special events (dive well used as warm-up), visiting teams, other training purposes or periods of non-use and will be coordinated with the CONTRACTOR by the MANAGER's office.
 2. Public Diving: Daily public diving hours are presently 11:30 A.M. to 1:00 P.M. and may be modified at the MANAGER's discretion.
 3. Other Pools: The TEAM shall have access to the other pools at the COMPLEX with all use being first coordinated through the MANAGER.
- B. The CITY and CITY programs shall retain the right to conduct learn-to-swim instructional and swimming lesson programs at the COMPLEX and shall have priority in the scheduling of pool use for such programs in the shallow end of the dive well.
1. The CITY reserves the right to negotiate shared use of the diving well by visiting teams and other activities such as, but not limited to, swimming lessons, training exercises, or other aquatic programs with the CONTRACTOR. If additional time is available without conflict of other scheduled activities, the TEAM shall have priority of use.
 2. CONTRACTOR is responsible for the safety and the conduct of all TEAM members and all persons in attendance with members during all programs and activities conducted and held by the CONTRACTOR and TEAM at the COMPLEX and accordingly will provide adequate, responsible adult supervision to be present on the pool deck during all CONTRACTOR use of the COMPLEX.
- C. The CITY agrees to provide to the CONTRACTOR and to those of the CONTRACTOR's employees that are authorized by the CONTRACTOR, keys for entrance to areas of the COMPLEX as designated by the MANAGER.
1. The allocation of keys is subject to the MANAGER'S approval or disapproval. Such access excludes CITY offices, Hall of Fame, and swim team offices and/or buildings. It is the CONTRACTOR's responsibility to ensure that keys issued to the CONTRACTOR and keys issued to the CONTRACTOR's employees not be copied or duplicated for any reason.
 2. The CONTRACTOR shall provide keys and access to the CITY for the CITY's entry to all CONTRACTOR office areas for inspection, emergency, and repair purposes.

3. The CONTRACTOR shall provide to the CITY, a list of employees who have keys to the COMPLEX. The CONTRACTOR shall return to the CITY all keys issued to the CONTRACTOR and to the CONTRACTOR's employees pursuant to a signed Contract Agreement within seven (7) days following termination of a Contract Agreement. The CONTRACTOR shall return to the CITY any keys to the COMPLEX issued to any of CONTRACTOR's employees and staff members within seven (7) days following their respective termination.
 4. The CONTRACTOR can have access to computer and timing equipment provided such use receives the prior approval of the MANAGER.
- D. City shall arrange and/or assist for a substitute pool whenever the COMPLEX is unavailable for CONTRACTOR use. A reasonable effort will be made to provide reasonable access to those facilities owned and operated by the CITY or those leased by the CITY from the School Board of Broward County.

4. DIVE TEAM FACILITIES

- A. For use of the Aquatic Complex (hereinafter referred to as COMPLEX), the CONTRACTOR shall offer the CITY, a facility fee plus any applicable sales tax, payable to the CITY on or before September 30 of each year. The fee is intended to offset facility-operating expenses (i.e. chemicals, electricity, gas, maintenance, recapitalization etc.)
- B. CITY shall provide 190-square feet of space to CONTRACTOR for use as administrative offices for the CONTRACTOR operations at an annual rate as outlined in this RFP, paid on or before September 30 of each year of the contract agreement. This space is located on the second floor of the west end of the main bathhouse structure in the COMPLEX. The bathrooms that are a part of this space are to be shared with CONTRACTOR clients and those of the swim team. CONTRACTOR shall be responsible for all janitorial maintenance and cleaning of the office space and bathrooms designated for CONTRACTOR's use. Such maintenance shall be performed in a manner satisfactory to the MANAGER.
- C. The CITY shall provide CONTRACTOR access to the weight room, 972 square feet of space, located at the COMPLEX. Use of this space is to be shared with the CITY and any other organization that may be co-sponsored by the CITY in the future. Scheduling of the use of the weight room shall, to the extent possible, be coordinated with the MANAGER to coincide with scheduled CONTRACTOR practices. It is understood that the weight room is not to be used or otherwise subleased to athletes, teams or groups visiting the CONTRACTOR, TEAM or CAMP.
- D. CITY shall also provide CONTRACTOR with access to the areas known as the Multipurpose Room, the Press Room, and the Team Room at the COMPLEX for the purpose of conducting team meetings, seminars and other related Dive Team activities. All use of these areas will be coordinated and authorized by the MANAGER.
- E. CONTRACTOR shall be responsible for the daily janitorial maintenance of any area reserved for TEAM use in the COMPLEX and properly store all equipment and materials utilized by the CONTRACTOR at the end of each day. Items include, but are not limited to trash removal, kitchen counters and cupboard, closets, refrigerator, carpet, flooring and the multipurpose room bathroom. Such maintenance shall be performed in a manner satisfactory to the MANAGER.

- F. Fixtures desired by CONTRACTOR shall be acquired and installed at CONTRACTOR's expense. All fixtures of every kind now existing or hereafter placed, or purchased by the CONTRACTOR or TEAM shall, at the end of the term or earlier termination of the contract agreement for any reason, be and become the property of the CITY and shall be left in good condition and repair, ordinary wear and tear damage by the elements accepted. A fixture shall be defined as an article which was chattel, but which, by being physically annexed or affixed to the realty by CONTRACTOR and by being incapable of being removed without structural or functional damage to the CITY property becomes a part and parcel of it. Non-fixture personalty owned by the CONTRACTOR at the expiration of the term or earlier termination of the contract agreement, for any reason, shall continue to be owned by CONTRACTOR and, at the time of such expiration.

5. DIVE CAMP

- A. CONTRACTOR shall be allowed to conduct competitive diving or other approved camp (hereinafter referred to as "CAMP") with practice privileges at the COMPLEX during negotiated periods throughout the year. Fees, time and hours of operation shall be mutually agreed upon by the CONTRACTOR and MANAGER. Additionally, the CONTRACTOR may conduct interim day or weekend camps throughout the year with the prior approval of the MANAGER.
- B. Camp activities shall never result in the exclusion of recreational diving by the general public; however shared use of the COMPLEX may be permissible.
- C. Each participant in CAMP using the COMPLEX shall pay the current student rate (currently \$3.00 per day) per camper/per day, plus any applicable sales tax. These fees are to be collected by CONTRACTOR and are payable to CITY by CONTRACTOR on or before September 30 each year of the contract agreement.
- D. CONTRACTOR shall be responsible for the safety and conduct of all CAMP members and all persons in attendance with the CAMP during all CAMP programs and activities held at the COMPLEX. The CONTRACTOR shall supply a safety certified adult to supervise the program and activities of the CAMP who shall remain on the pool deck at all times during CAMP program activities.
- E. An annual meeting shall be convened between MANAGER and CAMP representatives to discuss the status and review the CAMP objectives, so that they do not conflict with other programs conducted or co-sponsored by the CITY.
- F. An annual report outlining any and all gross revenue and expenses in connection with the CAMP, in a format approved by the CITY'S Finance Department and/or the CITY's Office of Internal Audit shall be submitted by the CONTRACTOR to the CITY's Director of Business Enterprises. The report shall be submitted on or before September 30 for each year the contract agreement is valid.
1. All records of CAMP fund raising activities (including but not limited to, sponsorships, donations, and advertising) shall be maintained and included in the semi-annual report. The report is to include all names and addresses of all CAMP participants and their time spent at COMPLEX.

2. The CONTRACTOR shall report and remit to the CITY, within fifteen (15) days of submission of the annual CAMP report, any and all registration, tuition, joining or new member fees due the CITY from CAMP operations.
3. The CONTRACTOR shall submit to CITY's Director of Business Enterprises, semi-annual financial reports outlining all GROSS REVENUE and expenses in connection with programs that include, but are not limited to, team membership fees, diving lessons, instructional diving programs, dive camp and operations or special events at the COMPLEX in a format approved by the CITY's Finance Department and/or the CITY's Office of Internal Audit. Each semi-annual report shall distinguish and list fees and expenses for each month in the 6-month period.

The CONTRACTOR shall report and remit to the CITY, within fifteen (15) days of submission of any Semi-Annual Report, any and all dues and fees that include, but are not limited to team membership fees, diving lessons, instructional diving programs, dive camp and operations or special events at the COMPLEX received during each respective Semi-Annual Reporting period for any and all programs of the CONTRACTOR at the COMPLEX.

- G. All financial records and transactions of CAMP shall be made available by the CONTRACTOR to the CITY for inspection within a reasonable time from request by the CITY and no longer 6-months from the time of initial request.

6. DIVING LESSON & INSTRUCTIONAL DIVING PROGRAMS

- A. The CONTRACTOR shall organize and conduct diving lesson and/or diving instructional programs at the COMPLEX. All programs proposed via the response to the RFP are to be initially approved by the MANAGER, with any new or additional programs being first coordinated and approved by the MANAGER.
- B. The CONTRACTOR shall employ and supervise any additional personnel as may be deemed necessary for the operation of diving lessons or diving instructional programs, such as, but not limited to, instructors and office staff at the CONTRACTOR's expense. The CITY shall not be responsible for any such expenses. These individuals shall be employees, independent contractors or subcontractors of the CONTRACTOR and the CITY shall not be responsible for any costs or expenses of employment, or supervision unless as specifically set forth herein. More specifically, the CITY is not responsible for payments such as social security and other tax requirements, or for providing any of the benefits afforded to CITY employees, including but not limited to workers compensation, health and disability insurance, holidays, sick time, and retirement.
- C. The CONTRACTOR and its diving lesson or instructional programming shall not discriminate against any person in employment, contracting, or participation in any program at the COMPLEX, on the basis of race, color, religion, creed, national origin, sex, handicap, disability, or marital status.
- D. The CONTRACTOR shall submit to CITY'S Director of Business Enterprises, semi-annual financial reports outlining all GROSS REVENUE and expenses in connection with diving lessons, instructional diving programs and operations or special events at the COMPLEX in a format approved by CITY'S Finance Department and/or the CITY's Office of Internal Audit.

1. All records for special events and fundraising activities, including but not limited to fundraisers, dive-a-thons, donations, educational programs, and advertising, shall be maintained and included in the Semi-Annual Report.
2. The CONTRACTOR shall report and remit to the CITY, within fifteen (15) days of submission of any Semi-Annual Report, any and all registration, tuition, joining or new member fees received during each respective Semi-Annual Reporting period for diving lesson and diving instructional programs.
3. The CONTRACTOR shall submit to CITY's Director of Business Enterprises, semi-annual financial reports outlining all GROSS REVENUE and expenses in connection with programs that include, but are not limited to, team membership fees, diving lessons, instructional diving programs, dive camp and operations or special events at the COMPLEX in a format approved by the CITY's Finance Department and/or the CITY's Office of Internal Audit. Each semi-annual report shall distinguish and list fees and expenses for each month in the 6-month period.

The CONTRACTOR shall report and remit to the CITY, within fifteen (15) days of submission of any Semi-Annual Report, any and all dues and fees that include, but are not limited to team membership fees, diving lessons, instructional diving programs, dive camp and operations or special events at the COMPLEX received during each respective Semi-Annual Reporting period for any and all programs of the CONTRACTOR at the COMPLEX.

- E. The CONTRACTOR shall require all diving lesson and diving instructional program clients and students of legal age to submit to the CONTRACTOR signed liability release and waiver forms drafted or approved by the CITY, and releasing the CITY and the CITY'S officers, employees, and agents, from any and all liability in connection with such students' participation in CONTRACTOR program(s) at the COMPLEX. The CONTRACTOR shall require all CONTRACTOR students not of legal age to submit CONTRACTOR liability release and waiver forms signed by their parents or legal guardians, drafted or approved by the CITY, and releasing the CITY and the CITY'S officers, employees, and agents, from any and all liability in connection with such students' participation in CONTRACTOR diving lesson and/or diving instructional program(s) at the COMPLEX. CONTRACTOR shall retain al such form on file. The CITY may inspect and copy such release and waiver forms at any reasonable time.
- F. CONTRACTOR shall collect all dues and fees from clients for diving lessons and/or diving instructional programs at an amount approved by CITY's Director of Business Enterprises or his designee. Any modification of the diving lesson or instructional diving program fee schedule is subject to the Director of Business Enterprises' approval or disapproval. A report of fees collected shall be included in a semi-annual report required to be submitted to CITY under Section 6.D. herein.
- G. An accounting of all GROSS REVENUE and expenses in connection to diving lessons, scholarships, diving instructional services and programs at the COMPLEX by the CONTRACTOR shall be included in the Semi-Annual Report required by Section 6.D. herein.

The CONTRACTOR shall submit to CITY's Director of Business Enterprises, semi-annual financial reports outlining all GROSS REVENUE and expenses in connection with programs that include, but are not limited to, team membership fees, diving lessons, instructional diving programs, dive camp and operations or special events at the COMPLEX in a format approved by the CITY's Finance Department and/or the CITY's Office of Internal Audit. Each semi-annual report shall distinguish and list fees and expenses for each month in the 6-month period.

The CONTRACTOR shall report and remit to the CITY, within fifteen (15) days of submission of any Semi-Annual Report, any and all dues and fees that include, but are not limited to team membership fees, diving lessons, instructional diving programs, dive camp and operations or special events at the COMPLEX received during each respective Semi-Annual Reporting period for any and all programs of the CONTRACTOR at the COMPLEX.

- H. When the CONTRACTOR utilizes CITY facilities for diving lessons and/or instructional Diving programs, the CONTRACTOR shall supply a safety certified adult to supervise the program and activities and who shall remain on the pool deck at all times during diving lesson and/or instructional diving program activities.
- I. The CONTRACTOR shall require all diving lesson and instructional program instructors to possess USA Diving Safety Certification, or equivalent formal diving instructional training certification by an equivalent agency approved by and satisfactory to the City of Fort Lauderdale.
- J. If, at the conclusion of the Contract term, the revenue distribution of gross revenue to the CITY for diving lessons and diving instructional programs do not meet the guaranteed minimum payment due the CITY pursuant to the RFP, the CONTRACTOR shall immediately remit to the CITY the remaining balance of the guaranteed minimum payment due the CITY in accordance with the CONTRACTOR's response to the RFP as part of the contract agreement.

The CONTRACTOR shall remit to the CITY the CITY's percentage of the revenue distribution of GROSS REVENUE at such time, or at the termination of this contract agreement, whichever comes first. For revenues that are earned, accrued or due and owing at the time of the termination of this contract agreement, but are paid to CONTRACTOR after the contract agreement is terminated, the CONTRACTOR shall pay to CITY, the CITY's percentage of the revenue distribution of gross revenue within thirty (30) days of the CONTRACTOR's receipt of such revenues.

- K. The CITY reserves the right to approve all marketing and advertising materials including the name, colors, brand/logo and any mascot associated with diving lessons and/or diving instructional programs of the CONTRACTOR at the COMPLEX.
- L. Instructional and diving lesson privileges of the CONTRACTOR do not include the conduct of any educational/certification classes such as, but not limited to rehabilitative or physical therapy classes, American Red Cross Water Safety Instructor, CPR or Lifeguarding courses at the COMPLEX unless so authorized in writing by the MANAGER.
- M. A minimum of five (5) scholarships will be made available by the CONTRACTOR for participation in diving lessons and diving programs for children of the City of Fort Lauderdale that cannot afford these services. If such a need exists, provided only to City of Fort Lauderdale children under the age of 18 residing in the City of Fort Lauderdale. To

qualify for a scholarship, the child must be a participant of Broward County Schools free or reduced lunch program and provide a voucher as proof of participation in the Broward County School free or reduced lunch program.

7. DIVING LESSONS & INSTRUCTIONAL DIVING PROGRAM POOL PRIVILEGES

A. Unless otherwise specified, all pool facilities are located at the COMPLEX. At times other than listed below, CITY, by and through its MANAGER, may grant the CONTRACTOR additional use of the pools at the COMPLEX as scheduling allows, as determined by the MANAGER in the MANAGER'S sole discretion.

1. DIVE WELL: CONTRACTOR shall have access to designated portions of the dive well, subject to CONTRACTOR'S prior coordination with the MANAGER.

B. The CONTRACTOR is responsible for the safety and the conduct of all CONTRACTOR diving lesson and instructional diving program clients and students and all persons in attendance with students at all activities held at the COMPLEX and accordingly the CONTRACTOR shall provide adequate, responsible supervision by a safety certified adult to be present on the pool deck during all times of CONTRACTOR'S use of the COMPLEX. A first aid kit shall be available and maintained by the CONTRACTOR all times.

8. EVENTS & SPONSORSHIPS

A. The CITY and TEAM shall jointly agree, calculate and equally share (50% to the CITY and 50% to the CONTRACTOR) the net revenues realized from the conduct of diving, special events and clinics held at the COMPLEX, which are conducted by the TEAM and/or CONTRACTOR.

B. Proceeds from events are due within sixty (60) days following the conclusion of each event. A financial report in the form of a balance sheet including copies of any and all receipts and invoices from the events shall be provided to the CITY along with payment.

C. Events not co-sponsored solely by the CITY and TEAM, the CITY shall receive the prevailing rental fee for use of the diving facilities and areas of the COMPLEX (currently, \$750 per day local/regional event and \$1,000 per day national/international event).

D. The CITY and TEAM shall equally share (50% - 50%) all revenues generated through sponsorships of the COMPLEX solicited by the CONTRACTOR, its TEAM or agents. Such sponsorships shall be reviewed by the MANAGER prior to approval, and may include but are not limited to, fixtures, signage, logos, and other types of advertising. The CITY shall also receive the prevailing rate for facility signage (currently \$4,000.00 per sign/per year, plus any applicable sales tax) generated through sponsorships of the TEAM. Sponsors shall provide or pay for the cost of signage.

E. CONTRACTOR will be responsible for securing necessary meet officials, and volunteers for the set-up, running/operation, taking down and clean up for all dive meets conducted by the CONTRACTOR.

- F. Sound equipment and Colorado Timing System equipment shall be made available for the TEAM for events upon prior request of the MANAGER. TEAM shall provide Colorado Swim V or equivalent, timing/scoring system operator.
- G. CONTRACTOR and CONTRACTOR staff shall be proficient in the use of Colorado Timing System (timers, score-pads, buttons, etc.) and software/scoring systems by DiveMeets.Com (www.divemeets.com). Additionally, CONTRACTOR shall provide staff or trained volunteers to operate the timing/scoring system (i.e. Swim V Timer and/or scoring software/systems) during any event in connection with the TEAM that electronic scoring is required. Such competency shall be satisfactory to the MANAGER.
- H. CONTRACTOR shall consult and obtain prior authorization from MANAGER before bidding or accepting any award to serve as the host of any competition or special event at the COMPLEX.
- I. Any and all revenues generated or earned through rebates from special events and/or competitions co-sponsored by the CITY at the COMPLEX including, but not limited to hotels, corporations or sponsors, shall be deposited in a trust account established for the construction of the new Aquatic Center.
- J. CONTRACTOR will be responsible for securing necessary timers, meet officials, and volunteers for the set-up, running/operation, taking down and clean up for all dive meets conducted by the CONTRACTOR.
- K. CONTRACTOR shall consult and obtain prior authorization from MANAGER before bidding or accepting any award to serve as the host of any competition or special event at the COMPLEX.

9. CHANGES

CITY may, from time to time, request reasonable changes in the scope of services to be performed by the CONTRACTOR and CONTRACTOR. Changes that are mutually agreed upon by CITY and the CONTRACTOR shall be incorporated in written amendments to this Contract and signed by both parties.

10. RENOVATIONS & CONSTRUCTION

The CITY is in the process of developing plans to reconstruct the aquatic complex. Construction is estimated to begin the fiscal year October 1, 2008 - September 31, 2009. CONTRACTOR operations are anticipated to be interrupted and/or suspended at the COMPLEX. The CITY shall work with the CONTRACTOR to arrange and/or assist for a substitute pool when the COMPLEX is unavailable for CONTRACTOR use. A reasonable effort will be made to provide reasonable access to those facilities owned and operated by the CITY or those leased by the CITY from the School Board of Broward County. The use and availability of any substitute pool cannot be guaranteed.

11. BACKGROUND CHECKS

The CONTRACTOR shall require all team coaches, diving lesson and diving instructional personnel and staff members to undergo and pass a thorough and complete background check in accordance with applicable law by Broward County Children's Services or other agency satisfactory to and approved by the City of Fort Lauderdale. The standard for passing the background check shall be as provided by law or as set by the CITY in the CITY's sole discretion, whichever is more stringent.

12. PARKING ARRANGEMENTS

CONTRACTOR staff may park for a fee at the COMPLEX. Parking spaces are limited and on a space available basis and cannot be guaranteed. Two (2) parking passes will be assigned to the CONTRACTOR for use by CONTRACTOR employees. The cost of the each additional parking card and permit is \$50.00 per year, replacement cards are \$5.00.

13. SPECIAL EVENTS & COMPETITIONS

The CITY reserves the right to schedule special events and usage of all pools at the COMPLEX and to make adjustments to the normal hours of operation at it's sole discretion in the best interest of the CITY with reasonable notice being given to the CONTRACTOR. The CITY hosts an average of 100 events days a year at the COMPLEX and programs and access to any and all pools, including the instructional pool and parking lot, may be impacted, restricted or denied for periods of time. Many events are hosted on an annual basis and repeat at the same period and time each year, i.e. YMCA Nationals, International Age Group Invitational, high school competitions, College Swim Forum, and Masters Challenge.

14. SEVERE WEATHER, SAFETY & REPAIRS

The CITY reserves the right to control all pools as needed during inclement weather or in the interest of public safety. CONTRACTOR will be required to make safe judgments regarding safe weather and water conditions and will be expected to cancel or postpone practice sessions, diving instruction or events when conditions are unsafe. The CITY may authorize the closing of the pool at any time for necessary repair work.

15. POOL BLANKETS

CONTRACTOR and its members will assist CITY staff in the labor of placing and removing pool blankets during cold weather conditions.

16. PAYMENT STRUCTURE - CONTRACTOR TO CITY

- A. CONTRACTOR shall bid a fixed percentage of its monthly gross revenue generated from the dive TEAM to the CITY as well as a guaranteed minimum for all dive TEAM programs on an annual basis.

- B. CONTRACTOR shall bid a fixed percentage of its monthly gross revenue generated from all diving lesson and instructional diving programs to the CITY as well as a guaranteed minimum for all instructional programs on an annual basis.
- C. For annual registration, joining, tuition, or new member fees, CONTRACTOR shall bid a fixed percentage of its gross revenue generated, if such fees are applied, to the CITY.
- D. CONTRACTOR shall bid a minimum for an estimated 190 square feet of office space.
- E. CONTRACTOR shall bid a fixed annual facility fee to the CITY for use of the pools and designated areas at the Fort Lauderdale Aquatic Complex.
- F. CONTRACTOR shall pay the CITY the then current student admission fee for each participant in the summer camp program (currently \$3.00 a diver per day).
- G. CONTRACTOR shall pay the CITY the then current visiting team fee (currently \$7.00) for each diver of a visiting team and/or training camp.
- H. CONTRACTOR shall pay the CITY 50% of all net revenues generated from events and mutually agree upon all expenses or charges.
- I. If, at the conclusion of the contract agreement term, the revenue distribution of gross revenue to the CITY from the CONTRACTOR does not meet the guaranteed minimum payment due the CITY pursuant to the contract agreement, the CONTRACTOR shall immediately remit to the CITY the remaining balance of the guaranteed minimum payment due the CITY in accordance with the fees outlined in the CONTRACTOR'S response to the RFP.

17. PAYMENT STRUCTURE – CITY TO CONTRACTOR

CONTRACTOR shall propose their annual fee for TEAM coaching and an Assistant Coaching services as noted in 1.F. and 1.G. herein for each year the contract agreement is valid.

1. All payments for services performed made pursuant to this section shall be divided into twelve (12) equal payments per year and shall be payable to Contractor on the fifteenth day (15th) day of the following month.
2. Should this Agreement terminate prior to a completed year, CITY shall pay Contractor only the monthly amount for the months during which the Contractor has worked.

3. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (two years). Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least one hundred and twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

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 narrative proposal. **Weight factor: 30%**
2. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project and facilities and resources. **Weight factor: 43%**
3. Estimated revenue to the City (based on total of the Guaranteed Minimum's including Facility Fee and Office Rental less Payable's to Contractor by City). **Weight factor: 20%**
4. Preferred Qualifications: **One point each (maximum of 7)**

PREFERRED QUALIFICATIONS – one percent each will be given for the following qualifications

1. Graduated from an accredited college or university with a Bachelor's Degree. Provide copy of diploma.
2. Graduated from an accredited college or university with a Master's Degree. Provide copy of diploma.
3. Graduated from an accredited college or university with a Phd.. Provide copy of diploma.
4. Must be an active coach for sanctioned USA Diving or FINA recognized competitive dive team within the last year. Provide a letter from the national governing body i.e. USA Diving.
5. Proficiency with the operation of electronic timing system equipment – Colorado Time Systems or equivalent. Provide a letter from a USA Diving or FINA Official.
6. Experience operating DiveMeets.Com software/technolgy. Provide a letter from USA Diving, FINA Official or DiveMeets.Com.
7. Experience as a competitive Dive Camp Director. Provide a letter from contract administrator

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It will 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 will score and rank all responsive proposals 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. The committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals.

Proposers or Finalists may be required to provide an oral presentation, by appearing before the Evaluation Committee or by conference telephone call, for clarification purposes only. Information and references submitted will be considered in the award.

The City may require visits to customer installations or sites or demonstrations of services by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. 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.

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. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

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.

All proposals must be received in the Department of Procurement Services, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS SIX (6) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

TECHNICAL PROPOSAL RESPONSE

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

1. Understanding of the City's needs for a competitive diving team and diving program services and your overall approach to those needs that will serve the compliment and promote the Fort Lauderdale Aquatic Complex, the welfare of our community, and patrons as well as generate equitable revenue for the City of Fort Lauderdale under your direction.
2. How many days from contract award would you need prior to initiating full operations?
3. Your proposed Operational Plan to include:
 - A. Business Plan: including mission, vision, core values, standard operating procedures and marketing plan for the proposed team, growth projections and plans to grow the programs.
 - B. Provide Credentials, Experience, References, Professional and Charitable Affiliations and Certifications for all proposed staff members.
 - C. Type of equipment and teaching aids to be provided by contractor. Disclose any equipment or teaching aides expected to be provided by the City of Fort Lauderdale.
 - D. Plan for parent involvement and recruitment of volunteers to support the team.
 - E. Outline and describe the proposed schedule, curriculum, levels of classes and/or team groups to be offered including progressions for advancement, instruction and coaching to be offered for:
 1. Youth Dive Team
 2. Masters Team
 3. Diving Lessons and Instructional Diving Programs
 4. Dive Camp
 5. Other
4. Experience developing and operating a USA Diving competitive dive team – give specific details as to dates of experience; your assigned tasks; number and size of teams; age group levels and participation; plans for growth, and annual revenue.
5. Experience developing and operating diving lesson and instructional diving programs – give specific details as to dates of experience; your assigned tasks; number of participants/clients in program; age groups; plans for growth and annual revenue.
6. Experience developing and operating a competitive diving camp and/or dive clinics – give specific details as to dates of experience; your assigned tasks; number of participants in camp and annual revenue.
7. Experience in the planning, organizing and running of USA Diving and FINA sanctioned competitions – give details as to specific events; your assigned tasks; volunteers; participants; and net revenue.

8. Team alumni, athlete honors, championships and awards received for teams or programs under your direction. In regards to the most current team or organization under your direction, provide, from a certified public accountant, financial information in the form of a balance sheet and profit and loss statements from the most recently completed fiscal year - including all revenues and expenses. Items to include, but not be limited to:
 1. USA Diving Club Team
 2. Diving Lesson and Instructional Diving Programming
 3. Dive Camps and/or Clinics
 4. Diving Competitions, Special Events
 5. Fundraising Activities
 6. Sponsorships and donations
9. Any other information you feel will assist the City in evaluating your proposal.

REVENUE DISTRIBUTION INFORMATION

PART I – PAYABLE TO THE CITY BY CONTRACTOR

(1). **DIVE TEAM**

(A.) Team Membership Fees: \$_____ % GROSS REVENUE (20% minimum)

Guaranteed MINIMUM \$_____ TOTAL

(B.) Other Fees:

Private Coaching Fees: \$_____ % GROSS REVENUE (20% minimum)

Joining Fees: \$_____ % GROSS REVENUE (If charged)

Registration Fees: \$_____ % GROSS REVENUE (If charged)

New Member Fees: \$_____ % GROSS REVENUE (If charged)

Tuition Fees: \$_____ % GROSS REVENUE (If charged)

Guaranteed MINIMUM \$_____ TOTAL

(C.) Scholarships: _____ Number of scholarships per contract year (minimum 5 per year)

(2) DIVING LESSON & INSTRUCTIONAL DIVING PROGRAMS

(A.) Private Lessons: \$_____ % GROSS REVENUE (20% minimum)

Guaranteed MINIMUM \$_____ TOTAL (\$1,500 minimum)

(B.) Group Lessons: \$_____ % GROSS REVENUE (20% minimum)

Guaranteed MINIMUM \$_____ TOTAL (\$1,500 minimum)

(C.) Other Fees

Joining Fees: \$_____ % GROSS REVENUE (If charged)

Registration Fees: \$_____ % GROSS REVENUE (If charged)

New Member Fees: \$_____ % GROSS REVENUE (If charged)

Annual Tuition Fees: \$_____ % GROSS REVENUE (If charged)

Guaranteed MINIMUM \$_____ TOTAL

(D.) Scholarships: _____ Number of scholarships per contract year (minimum 10 per year)

(3.) OTHER

Facility Fee:	\$_____ as noted in 4.A. herein (minimum \$5,000)
Office Rental	\$_____ as noted in 4.B. herein (minimum \$1,000)
Swim Camp	\$3.00 per participate as noted in 5.C. herein
Visiting Teams	\$7.00 per swimmer per day as noted in 2.K. herein
Events	50% of net revenues from events as noted in 9.A. herein

PART II – PAYABLE TO CONTRACTOR BY CITY

(1.) Proposed annual Swim Team Director Fee (payable in monthly installments)

\$_____ (not to exceed \$45,000)

(2.) Proposed annual Assistant Coaching Reimbursement (payable in monthly installments)

\$_____ (not to exceed \$10,000)

(3) Parking Passes 2 parking passes

PART III – OTHER

(1.) List any additional proposed payments, contributions or revenue to the CITY by CONTRACTOR

(2.) List any additional proposed payments, contributions or revenue to the CONTRACTOR by CITY

PROPOSAL QUESTIONNAIRE
DIVE TEAM COACH
RFP No. 775-9614

Prior Experience

1. Number of years experience the proposer has had in providing similar services: ___ years
2. Are you, as the proposer, currently employed as a diving coach? Provide team name and affiliation (USA Diving, AAU, YMCA, or other)
3. List below those persons who will have a management or supervisory position in the proposed team, should you be awarded the contract. List name, title or position and project duties. A resume or summary of experience and qualifications must accompany your proposal.
4. List all clients/corporations/agencies for whom you have provided similar services to in the last ten (10) years. Provide the name, address, telephone number, contact person, and date the service was provided. If services provided differ from the one presented in your proposal, please indicate such differences.
5. List City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past ten (10) years:
6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than 10% interest:
 - a. List all pending lawsuits, which are concerned directly with the staff or part of your organization, proposed for the contract.
 - b. List all judgments from lawsuits in the last 5 years, which are concerned directly with the staff or part of your organization, proposed for the contract.

Sport of Diving

1. List all judgments, pending judgments, rulings or sanctions from international or national governing bodies for the sport of diving, including, but not limited to: International Olympic Committee (IOC), United States Olympic Committee (USOC), Federation Internationale De Natation Amateur (FINA); Amateur Swimming Union of the Americas (ASUA), National Collegiate Athletic Association (NCAA), National Interscholastic Swimming Coaches Association (NISCA), USA Diving or any other National or International Governing Body association for the sport of diving which are concerned directly with you, your staff or any part of your organization, proposed for the contract. Explain the incident(s) and the result/ruling for each.
2. Have you, your athletes, any member of your staff or part of your organization staff proposed for the contract ever been charged with or have committed an anti-doping rule violation according to FINA Rule DC 2.1 through DC 2.8 (**Exhibit 2**), USA Diving Code of Conduct (**Exhibit 3**) or any national or international governing body?

Yes _____ No _____ If yes, explain the incident(s) and the result/ruling for each.

3. Have you, your athletes, any member of your staff or part of your organization staff proposed for the contract ever been summoned to appear before the USA Diving National Board of Review or other any national governing body National Board of Review under the jurisdiction of FINA? If yes, explain the incident and the result.

4. Do you and your proposed staff hold current safety certifications for lifesaving, CPR, and USA Diving safety certifications? Please provide.

5. Have you or any member of your staff proposed for the contract, ever had any national certifications revoked or suspended (i.e. USA Diving, FINA, American Red Cross, Ellis, United States Water Fitness Association, YMCA, AAU)?

6. Have you ever been terminated from a coaching position?
Yes ____ No ____ If yes, explain the circumstances.

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

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 RFP. 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 proposal.

Please Note: If responding to this solicitation through RFP Depot, 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.

Proposal submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501 (visit <http://www.dos.state.fl.us/doc/>)

Address: _____

CITY _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions? _____
MBE _____ WBE _____

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

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

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 RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

**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 Department. 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.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax 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 RFP Depot 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 RFP Depot. 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 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.
- 1.04 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.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his 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.
- 1.06 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.

- 1.07 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.
- 1.08 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.

1.09 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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

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, 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 Bidder's, 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 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 his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his 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, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department 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 him 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.15 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.
- 3.16 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.

- 3.17 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.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Department 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 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 his 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:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational 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 he 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, he will, if he 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 attorney 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his 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 on 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 to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required 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 state 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 Manager or selected designee.
- 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.

USA Diving
Coaches Safety Curriculum
2005 - 2006 Requirements and Equivalents



Effective since 1990, all coach members are required to fulfill safety training requirements as established by the USA Diving Board of Directors. USA Diving currently requires coach members to hold current certification cards for the following courses: Safety Training for Competitive Diving Coaches, CPR and First Aid.

Cardiopulmonary Resuscitation (CPR)
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Any one of the following courses will satisfy the requirement:

American Red Cross: *(all ARC CPR courses are good for one year) (NO instructor certifications are acceptable)*

- Adult CPR (4 hours)
- Adult CPR/AED
- Community CPR (6.5 hours) *(includes adult, infant and child CPR)*
- CPR for the Professional Rescuer (9 hours)

American Heart Association: *(all AHA CPR cards are good for two years)*

- Advanced Cardiac Life Support (ACLS)
- Basic Life Support (BLS) for the Health Care Provider (card will read “Healthcare Provider”)
- Heartsaver CPR (Adult and/or Child; Infant only is not acceptable)
(USA Swimming does NOT accept “Heartsaver” or “Heartsaver AED”)
- Any AHA Basic Life Support Instructor or Instructor Trainer for the courses listed above

National Safety Council: *(NSC CPR courses are good for either one or two years, depending on the training agency)*

- Adult CPR
- First Responder *(includes First Aid)*

Jeff Ellis & Associates:

- Water Safety+ *(4 hour course includes First Aid)*
- National Pool & Waterpark Lifeguard Training Program *(one year certification, includes First Aid)*
- National Pool & Waterpark Lifeguard Training Program Instructor License *(12-18 month certification)*

CPR Courses offered by other organizations:

- AAOS (Amer Acad of Orthopaedic Surgeons) Emergency Care & Safety Institute CPR *(two year cert)*
- American Safety & Health Institute (ASHI) CPR Pro
- American Safety & Health Institute (ASHI) CPR/AED for the Community and Workplace *(two year cert)*
- Medic First Aid *(course includes First Aid)* **(coach must also submit a completed, scored test signed by the course instructor)**
- E.M.S. Safety Services CPR
- Emergency Medical Technician (EMT) Basic *(course includes First Aid)*
- Save-A-Life Educators: CPR
- StarGuard *(two year certification)*
- Tacoma Fire Department First Aid & CPR Course *(course includes First Aid)*
- University Training Centers, Inc. – Healthcare Provider BLS (C)

Continued.....

USA Diving 2005-2006 Coaches Safety Requirements

Page Two

First Aid

Any one of the following courses will satisfy the requirement:

American Red Cross: *(NO instructor certifications are acceptable)*

- ARC/USOC Sport Safety Training (6.5 hours with Adult CPR; 7 hrs with elective Child CPR)
 - Also called ARC Sports Injury Prevention and First Aid
- Community First Aid & Safety (9 hours) (includes Community CPR)
- First Aid – Responding to Emergencies (23.5 hrs) (includes Adult and/or Infant/Child CPR)
- First Aid Basics
- Emergency Response (43.5 hrs) (includes CPR for the Professional Rescuer)
- Lifeguard Training (includes CPR for the Professional Rescuer)
- Standard First Aid/CPR/AED (includes Adult CPR)

American Safety & Health Institute:

- Adult Basic First Aid (4 hour course)
- Universal Basic First Aid (4-6 hours)

National Safety Council: *(NSC FA certifications are good for two or three years, depending on the training agency)*

- First Aid
- First Responder (includes CPR)

Jeff Ellis & Associates:

- Water Safety+ (4 hour course includes First Aid)
- National Pool & Waterpark Lifeguard Training Program (one year certification, includes First Aid)
- National Pool & Waterpark Lifeguard Training Program Instructor License (12-18 month certification)

First Aid courses offered by other organizations:

- AAOS (Amer Acad of Orthopaedic Surgeons) Emergency Care & Safety Institute First Aid
- Emergency Medical Technician (EMT) Basic (includes CPR)
- Medic First Aid (includes CPR) (coach must also submit a completed, scored test signed by the course instructor)
- E.M.S. Safety Services First Aid
- Life Education of Florida – First Aid for All Ages: A Common Sense Approach
- Save-A-Life Educators: First Aid
- StarGuard
- Tacoma Fire Department First Aid & CPR Course (includes CPR)
- University Training Centers, Inc. – Standard First Aid

Safety Training For Competitive Diving Coaches

Any one of the following courses will satisfy the requirement:

USA Diving Safety Training for Competitive Diving Coaches (7 hour course)**USA Diving Safety Training Renewal** (5 hour course)

Risk Management, Injury Control, Emergency Response and Care of Competitive Diving Injuries

Emergency Response and Care Options

- Option A (in water): deep water rescue and spinal injury management
- Option B (on deck): deck assist rescue and spinal injury management

Revised November 2005

FINA

FINA HANDBOOK 2005-2009

FEDERATION
INTERNATIONALE
DE NATATION



FOUNDED IN 1908

DOPING CONTROL RULES

INTRODUCTION

Preface

The FINA Extraordinary Congress in Barcelona (ESP) on 11 July 2003, decided to accept the World Anti-Doping Code (the "Code"). These Anti-Doping Rules are adopted and implemented in conformance with FINA's responsibilities under the Code, and are in furtherance of FINA's continuing efforts to eradicate doping in the aquatic sports.

Anti-doping rules, like *Competition* rules, are sport rules governing the conditions under which sport is played. *Competitors* accept these rules as a condition of participation. Anti-doping rules are not intended to be subject to or limited by the requirements and legal standards applicable to criminal proceedings or employment matters. The policies and minimum standards set forth in the Code and implemented in these Anti-Doping Rules represent the consensus of a broad spectrum of stakeholders with an interest in fair sport and should be respected by all courts and adjudicating bodies.

Fundamental Rationale for the Code and FINA's Anti-Doping Rules

Anti-doping programs seek to preserve what is intrinsically valuable about sport. This intrinsic value is often referred to as "the spirit of sport"; it is the essence of sport; it is how we play true. The spirit of sport is the celebration of the human spirit, body and mind, and is characterized by the following values:

- Ethics, fair play and honesty
- Health
- Excellence in performance
- Character and education
- Fun and Joy
- Teamwork
- Dedication and commitment
- Respect for rules and laws
- Respect for self and other participants
- Courage
- Community and solidarity

Doping is fundamentally contrary to the spirit of sport.

Scope

These Anti-Doping Rules shall apply to each *Participant* in the activities of FINA or any of its *Member Federations* by virtue of the *Participant's* membership, accreditation, or participation in FINA, its *Member Federations*, or their *Competitions*.

These Anti-Doping Rules shall apply to all *Doping Controls* over which FINA has jurisdiction.

All *Member Federations* shall comply with these Anti-Doping Rules. The regulations of *Member Federations* shall indicate that all FINA Rules including Anti-Doping Rules shall be deemed as incorporated into and shall be directly applicable to and shall be

followed by *Competitors*, *Competitor Support Personnel*, coaches, physicians, team leaders, and club and Federation representatives under the jurisdiction of the respective *Member Federations*. Each *Member Federation*, by being a Member of FINA, agrees that it shall:

- a) report all *Doping Control* results to FINA in accordance with DC 14.
- b) allow FINA to conduct *Doping Control* at that *Member Federation's* National Championships or any other *Competition* within its jurisdiction; and
- c) allow FINA to conduct unannounced *Testing* on any *Competitor* under that *Member Federation's* jurisdiction.

All *Competitors* shall submit to *Doping Control* carried out by FINA in *Competition*, *Out-of-Competition*, announced or unannounced. The *Competitor* shall submit to *Doping Control* whenever requested by an authorized official.

DC 1 DEFINITION OF DOPING

Doping is defined as the occurrence of one or more of the anti-doping rule violations set forth in DC 2.1 through DC 2.8.

DC 2 ANTI-DOPING RULE VIOLATIONS

The following constitute anti-doping rule violations:

- a) **DC 2.1.1** It is each *Competitor's* personal duty to ensure that no *Prohibited Substance* enters his or her body. *Competitors* are responsible for any *Prohibited Substance* or its *Metabolites* or *Markers* found to be present in their bodily *Specimens*. Accordingly, it is not necessary that intent, fault, negligence or knowing *Use* on the *Competitor's* part be demonstrated in order to establish an anti-doping violation under DC 2.1.

- b) **DC 2.1.2** Excepting those substances for which a quantitative reporting threshold is specifically identified in the *Prohibited List*, the detected presence of any quantity of a *Prohibited Substance* or its *Metabolites* or *Markers* in a *Competitor's Sample* shall constitute an anti-doping rule violation.

- c) **DC 2.1.3** As an exception to the general rule of DC 2.1, the *Prohibited List* may establish special criteria for the evaluation of *Prohibited Substances* that can also be produced endogenously.

- d) **DC 2.2** Use or Attempted Use of a *Prohibited Substance* or a *Prohibited Method*.

- e) **DC 2.2.1** The success or failure of the Use of a *Prohibited Substance* or *Prohibited Method* is not material. It is sufficient that the *Prohibited Substance* or *Prohibited Method* was Used or Attempted to be Used for an anti-doping rule violation to be committed.

- f) **DC 2.3** Retusing, or failing without compelling justification, to submit to *Sample* collection after notification as authorized in these Anti-Doping Rules or otherwise evading *Sample* collection.

- DC 2.4** Violation of the requirements regarding *Competitor* availability for *Out-of-Competition Testing* including failure to provide required whereabouts information and missed test in violation of DC 5.4.4, DC 5.4.5 and DC 5.4.6.
- DC 2.5** *Tampering*, or *Attempting to tamper*, with any part of *Doping Control*.
- DC 2.6** Possession of *Prohibited Substances and Methods*:

DC 2.6.1 Possession by a *Competitor* at any time or place of a substance that is prohibited in *Out-of-Competition Testing* or a *Prohibited Method* unless the *Competitor* establishes that the Possession is pursuant to a therapeutic use exemption granted in accordance with DC 4.4 (Therapeutic Use) or other acceptable justification.

DC 2.6.2 Possession of a *Prohibited Substance* that is prohibited in *Out-of-Competition Testing* or a *Prohibited Method* by *Competitor Support Personnel* in connection with a *Competitor*, *Event* or training, unless the *Competitor Support Personnel* establishes that the Possession is pursuant to a therapeutic use exemption granted to a *Competitor* in accordance with DC 4.4 (Therapeutic Use) or other acceptable justification.

DC 2.7 *Trafficking* in any *Prohibited Substance* or *Prohibited Method*.

DC 2.8 *Administration* or *Attempted administration* of a *Prohibited Substance* or *Prohibited Method* to any *Competitor*, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an anti-doping rule violation or any *Attempted* violation.

DC 3 PROOF OF DOPING

DC 3.1 FINA and its *Member Federations* shall have the burden of establishing that an anti-doping rule violation has occurred. The standard of proof shall be whether FINA or its *Member Federation* has established an anti-doping rule violation to the comfortable satisfaction of the hearing body bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where these Rules place the burden of proof upon the *Competitor* or other *Person* alleged to have committed an anti-doping rule violation to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be by a balance of probability.

DC 3.2 Facts related to anti-doping rule violations may be established by any reliable means, including admissions. The following rules of proof shall be applicable in doping cases:

DC 3.2.1 WADA-accredited laboratories are presumed to have conducted *Sample* analysis and custodial procedures in accordance with the *International Standard* for laboratory analysis. The *Competitor* may rebut this presumption by establishing that a departure from the *International Standard* occurred. If the *Competitor* rebuts the preceding presumption by showing that a departure from the *International Standard* occurred, then FINA or its *Member*

Federation shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding*.

DC 3.2.2 Departures from the *International Standard* for Testing which did not cause an *Adverse Analytical Finding* or other anti-doping rule violation shall not invalidate such results. If the *Competitor* establishes that departures from the *International Standard* occurred during *Testing* then FINA or its *Member Federation* shall have the burden to establish that such departures did not cause the *Adverse Analytical Finding* or the factual basis for the anti-doping rule violation.

DC 4 THE PROHIBITED LIST

DC 4.1 These Anti-Doping Rules incorporate the *Prohibited List* which is published and revised by WADA (1).

DC 4.2 Unless provided otherwise in the *Prohibited List* or a revision, the *Prohibited List* and revisions shall go into effect under these Anti-Doping Rules three months after publication of the *Prohibited List* by WADA without requiring any further action by FINA. The FINA Bureau may upon recommendation of the Doping Control Review Board (DCRB) recommend expansion of the *Prohibited List* by WADA particularly for the aquatic sports.

DC 4.3 WADA's determination of the *Prohibited Substances* and *Prohibited Methods* that will be included on the *Prohibited List* shall be final and shall not be subject to challenge by a *Competitor* or other *Person*.

DC 4.4 The FINA Executive, upon recommendation of the DCRB, may grant a *Competitor* a therapeutic use exemption, TUE, without violating these rules. Before such exemption can be granted, the *Competitor* must convince the DCRB and the Executive that the exemption is medically justified and will not create a competitive advantage. Requests for therapeutic use exemptions shall be evaluated in accordance with the *International Standard For Therapeutic Use Exemptions* (2). The Executive may grant an exemption under such conditions as it deems appropriate to assure that no competitive advantage can be gained. *Competitors* included by FINA in its *Registered Testing Pool* and other *Competitors* prior to participating in any *International Competition* must obtain a TUE from FINA. All other *Competitors* must obtain a TUE from the *National Anti-Doping Organisation*, *Member Federation*, *Member Federations* shall promptly report any such TUE to FINA and WADA. WADA may review the granting or denial of therapeutic use exemptions.

DC 4.5 FINA, upon the recommendation of the DCRB, may recommend to WADA the inclusion of substances in the monitoring program established in Article 4.5 of the Code.

(1) The most up to date *Prohibited List* is available on WADA's website at www.wada-ama.org.

(2) The most up to date *International Standard for Therapeutic Use Exemptions* is also available on WADA's website.

USA DIVING
SUBPART D – CODE OF CONDUCT

Article 80 - General Conduct

580.1 Applicability. All members of USA Diving shall abide by this Article 80 of the Code of Conduct.

580.2 Acceptance.

(a) By applying for membership in USA Diving, an individual accepts and agrees to abide by this Code of Conduct as a condition of membership.

(b) In the case of athletes who have not yet attained an age of legal majority, a parent or legal guardian must also accept and agree to abide by this Code of Conduct on behalf of the athlete as a condition of membership.

580.3 Adherence to domestic law.

(a) All members of USA Diving are expected to adhere to federal, state, and local laws, and to avoid acting in any manner that would bring disrepute upon the organization of USA Diving. As stated in Article 70 of the *USA Diving Code*, any actions that bring disrepute on the organization are grounds for expulsion.

(b) Certain legal actions against a member or applicant constitute grounds for immediate action by USA Diving Specifically,

(1) A felony conviction within the United States is sufficient reason for the rejection of a membership application or revocation of membership.

(2) A felony indictment within the United States is sufficient reason for suspension from involvement in the business of USA Diving until the conclusion of litigation.

(3) Any rejection, revocation, or suspension authorized by (b)(1) or (2) is effective upon notice by the Vice President Administration to the member or applicant. Such actions may be appealed in accordance with the procedures established in Subpart C of this *Code*.

580.4 Other prohibited behavior.

(a) **Violent crimes.** Violent crimes or acts that involve the abuse or exploitation of children is unacceptable. A criminal history of violent crime or abuse or exploitation of children is cause for denial or revocation of membership.

(b) **Abuse of alcohol or controlled substances.** The abuse of alcohol or other controlled substances is unacceptable. Any athlete, coach, or official obviously under the influence of alcohol or drugs in or about competition or training venues is violating violations of this Code of Conduct.

(c) **Sexual harassment.** Any unwelcome sexual conduct is unacceptable. Any sexual advances directed at a minor are particularly objectionable. Any athlete, coach, or official who engages in "quid pro quo" behavior or behavior that creates or contributes to a sexually hostile environment is violating this Code of Conduct.

(d) **Discrimination based on race, religion, national origin, or gender.** In accordance with 239.5, which asserts that all activities of USA Diving are to be conducted without regard to race, religion, national origin, or gender, discriminatory acts or acts that create a hostile environment for other participants are violations of this Code of Conduct.

(e) **Destructive behavior.** Indiscreet or destructive behavior will not be tolerated. So-called "initiations" that include unwanted or uninvited touching of one person by another, or activity that humiliates or demeans another person shall be deemed to be indiscreet and destructive behavior and is specifically classified as a Penalty 3 violation under this Code of Conduct.

580.5 Duty to report violation. It is the duty of any USA Diving member who observes an obvious violation of this Code of Conduct to report it.

580.6 Penalties. Penalties for violations of the provisions of this Article 80 shall be assessed in accordance with Article 84 of this subpart.

Article 82- Coaches' Code of Conduct

582.1 Objective. The conduct and ethical behavior of a coach member of the Corporation is determined by the degree of respect with which the coach interacts with the public that the coach serves. This public consists of fellow coaches, athletes, administrators, media and the public in general. The intent of this Coaches Code of Conduct is to define the parameters of that interaction, and to provide a means for requiring adherence to the component of the code of conduct. Compliance with the Coaches Code of Conduct depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer and public opinion, and finally, when necessary, and as a last resort, upon enforcement through disciplinary proceedings.

582.2 Personal conduct.

(a) The integrity of the sport of diving is imperative. Coaches shall respect and teach the dignity of the sport, its officials and competitors, and the clubs, teams and organizations they represent; and the rules, regulations, and policies governing those organizations.

(b) A coach shall wear appropriate attire to complement the integrity and professionalism of the sport of diving. When necessary a coach shall be sensitive to national sponsors and the apparel provided for specified events and special occasions.

(c) In the sport of diving, coaches are regularly called upon to serve as judges and referees. A coach member of the Corporation shall conduct herself/himself in an honest and unbiased manner basing the coach's judgment solely upon the technical skills and aesthetics of the performance as provided for in the rules of competition.

(d) All professional communication shall be conducted in an honest, open manner consistent with the best interest of the sport and the Corporation. Integrity is a basic part of coaching, whether financial or dealing with events, entries, athletes, parents, and administrators. A coach member's communication should be accurate at all times to the best of the coach's knowledge and belief.

(e) A coach member shall not abuse alcohol. A coach member shall not use or possess any controlled substance without proper medical authorization. A legal conviction for illegal possession or sale of any controlled substance shall be a per se violation of this provision.

582.3 Coach to coach. In all matters regarding the changing of organizational affiliation of athletes, the initiation of the discussion of such change shall be by the athlete and not by the coach or anyone acting on behalf of the coach.

582.4 Coach to athlete.

- (a) A coach will always make decisions based on the best interest of the athlete.
- (b) A coach member shall not engage in sexual relations with a minor.
- (c) A coach shall not otherwise engage in sexual misconduct. Sexual misconduct consists of any behavior that utilizes the influence of the coaching position to encourage inappropriate intimacy between coach and athlete.
- (d) A coach of a collegiate athlete shall not engage in sexual relations with any collegiate athlete they coach, regardless of the athlete's age.
- (e) A coach shall not provide, encourage, or engage in the use of controlled substances or abuse alcohol with an athlete.

582.5 Coach to community. Conviction of a coach for a crime of moral turpitude shall be a per se violation of this Code of Conduct. (See also 582.2 above.)

582.6 Enforcement procedures.

- (a) Enforcement of this code of conduct shall be by means of the procedures described in 470.2 or 470.3.
- (b) Notwithstanding the provisions of 470.4, any Board of Review impaneled for consideration of a breach of this Code of Conduct shall have five members at least two of whom are coach members in good standing of USA Diving and who may also be members in good standing of a professional diving coaches association.