CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

593-10180

SWIMMING POOL MANAGEMENT SERVICES-REBID

CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

Bid 593-10180
SWIMMING POOL MANAGEMENT SERVICES-REBID

Bid Number	593-10180
Bid Title	SWIMMING POOL MANAGEMENT SERVICES-REBID
Bid Start Date	In Held
Bid End Date	Dec 1, 2008 2:00:00 PM EST
Question & Answer End Date	Nov 24, 2008 2:00:00 PM EST
Bid Contact	AnnDebra Diaz Procurement Specialist II Procurement 954-828-5949 adiaz@fortlauderdale.gov
Contract Duration	See Specifications
Contract Renewal	4 annual renewals
Prices Good for	90 days
Bid Comments	The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to sub-lease the pool located at Sunrise Middle School and provide Swimming Pool Management Services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

Item Response Form

Item	593-10180-1-01 - SUNRISE MIDDLE SCHOOL ANNUAL RENTAL FEE
Quantity	1 year
Unit Price	
Delivery Location	City of Fort Lauderdale No Location Specified Qty 1

Description
Contractor shall offer an annual rental fee for Sunrise Middle School Swimming Pool Management Services. Minimum acceptable rental fee is $5,000.00 per year, to be paid in advance, in quarterly installments.

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. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 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 the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB**.**

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order**.**

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

property. Exemption **number for 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 the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department 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 the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest**.**

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform**.**

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, 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; 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.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City**.**

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

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 Contractors 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 the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The 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, Miami-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 three (3) years beyond the last day of the contract term.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this

section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Attorney or the City Attorney 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.

INVITATION TO BID #593-10180

Swimming Pool Management Services

PART I - INFORMATION/SPECIAL CONDITIONS

1.01 PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to sub-lease the pool located at Sunrise Middle School and provide Swimming Pool Management Services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question / answer feature provided by BidSync. 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 BidSync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

1.03 TRANSACTION FEES

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

1.04 ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully provided swimming pool management services of a comparable or greater size to those specified in the Scope of Services section of this ITB for a minimum of three (3) years.

1.05 CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire November 9, 2009. The City reserves the right to extend the contract for four additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

1.06 AWARD

Award will be made to the responsive and responsible bidder, who meets all minimum requirements and quotes the **highest** rental fee at or above the minimum requirement stated in this Invitation to Bid.

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

1.07 CONTRACT COORDINATOR

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

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

1.08 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 contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

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

1.09 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

1.10 ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

1.11 SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of

the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

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

1.12 SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. Bidders may contact Ken Roland, Pool Operation Coordinator at 954-828-5435 for access to the site.

1.13 INSURANCE

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440
Employer's Liability - $500,000

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

Commercial General Liability Insurance

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

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

This coverage must include:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.

Automobile Liability Insurance

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

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

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

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

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.14 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.

1.15 SUB-LEASING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred, sub-leased or assigned without the written approval of the City Manager, or designee.

1.16 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.17 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.

1.18 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the

responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

1.19 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.

1.20 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://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

1.21 BID TABULATIONS/INTENT TO AWARD

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

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01 GENERAL INFORMATION/INTENT

The intent of this Invitation to Bid is to obtain the services of a qualified firm to provide Swimming Pool Management Services on behalf of the City of Fort Lauderdale Parks and Recreation Department, in conformity with the requirements contained herein.

Background The City of Fort Lauderdale currently has a lease agreement with the School Board of Broward County to operate the pool located at Sunrise Middle School.
The City is seeking bids from qualified swimming pool management firms, hereafter referred to as "Contractor" to sub-lease and operate this pool. The awarded contractor must agree to submit to the terms and conditions of the current lease between the City of Fort Lauderdale and the School Board of Broward County (Refer to Exhibit A for a copy of the current lease agreement). A sub-lease agreement will be required between the City of Fort Lauderdale and the Contractor.

The City of Fort Lauderdale has established minimum specifications that include special and specific firm qualifications to assure and maintain the quality of the programs provided at the facility. The successful pool management contractor shall possess municipal swimming pool management skills and experience with swimming facilities. They shall have the ability to perform quality work, as solely determined by the City of Fort Lauderdale, which qualifies it to operate the pool as detailed and specified.

2.02 SERVICES TO BE PROVIDED

1. Stock and supply uniforms for all staff. Complete a daily documented (written) safety check of the Pool. The City of Fort Lauderdale Pool Operation Coordinator or a designee must have access to these logs at any time and check and test all safety equipment.
2. Swim Lessons for infants, youth, teen, adult and senior populations, including those with special needs.
3. Provide Recreational Swimming at Sunrise Middle School pool from June 1st through Labor Day for three (3) hours per day, from 1pm-4pm. Provide Lap Swim Monday through Friday 5:30pm – 7pm. Saturday and Sunday 10am – 12pm.
4. Access to the pool for The City of Fort Lauderdale 8 – Week Summer Camp Programs at no cost to the City (June-Aug). Maximum of 2 times per week, 90 minutes per session, to be scheduled in advance by the Parks and Recreation Department.

2.03 MINIMUM REQUIREMENTS

The on-site Manager for the Contractor, and the Management Team must have, **AT A MINIMUM**, the following expertise, certification, and proven capability:

1. Three (3) years experience in managing an aquatic facility of comparable or greater size.
2. All management personnel (pool manager, pool assistant manager and head guards) and lifeguards shall be trained and certified by City of Fort Lauderdale staff in operation of an "Automatic External Defibrillator" unit located at Sunrise Middle School.
3. The City reserves the right to approve any proposed staffing schedule.
4. All personnel must be uniformly identified at all times. All personnel employed by the contractor in the performance of fulfilling the contract for the operation of the Aquatic Center shall be considered employees of the contractor and not of the City. All Federal (OSHA), State and Broward County standards must be followed for both the employees and participants (citizens) with respect to Bloodborne Pathogens and infectious diseases. The City shall have the right to request replacement of any of the contractor's employees who's conduct, character or performance is detrimental to the best interest of the City, and the contractor agrees to make such replacement within five (5) days.
5. All employees are required to have First Aid and CPR Certification.
6. Instructors providing lessons are required to have Lifeguard and Water Safety Instructors (WSI) certification, or the equivalent, as well as training or certification in adaptive aquatics for the handicapped.
7. All lifeguards must hold a minimum qualification of an advanced lifeguard certificate from the American Red Cross or YMCA
8. Contract is subject to review after 90 days.
9. Contractor must abide by all the provisions in the agreements between the City of Fort Lauderdale and School Board of Broward County for the use of the Sunrise Middle School pool.
10. Contractor shall require, prior to work commencing, all personnel employed at the school pool to undergo and pass a thorough and complete background check in accordance with applicable law by Broward County Children's Services (FDLE Level 2), or other agency satisfactory to and approved by the City. The standard for passing the background check shall be provided by law or as set by the City, in the City's sole discretion, whichever is more stringent. All costs related to the background checks are the responsibility of the Contractor. Proof of screening for each employee must be submitted to the City at least 7 days prior to the start of services.

2.04 RENT

1. Minimum Rent:
   The minimum rent the City will accept for Sunrise Middle School will be $5,000.00 annually, to be paid in advance in quarterly installments.

2. Rent Commencement Date:
   Rent shall commence on the first day of the calendar month following the date of final execution of the agreement by the City.

3. Sales and Use Tax:
It is also understood that the applicable Florida State Sales and Use Tax on rental payments shall be paid directly to the State by the Contractor. The City is to receive the rental amount as net, free and clear of all costs and charges arising from, or relating to, said demised premises.

4. Penalty for Late Payment:
In the event Contractor fails to pay any rental payment due hereunder within five (5) days of the due date, there shall be added to such payment a late charge of $50.00, and interest at the highest rate allowed by law until the rental payment is brought up to date.

5. Attorneys Fees:
Contractor agrees to pay the cost of collection and reasonable attorneys fees on any part of said rental that may be collected by suit or by attorney after the same is past due.

2.05 FEES CHARGED AND FEE ADJUSTMENTS

The fees currently charged at the pool shall remain in effect for the first six (6) months of the contract. Fees for new services and adjustments to current fees shall require prior approval of the parks and Recreation Director (Director) or designee. Such approval shall not be unreasonably delayed or denied if the recommended fees are competitive with, and consistent with fees charged at similar locations in Dade, Broward, and Palm Beach counties.

The City may, after examination, refuse to accept the adjusted or new fees 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 fees, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving sixty (60) days notice to the Contractor.

2.06 FACILITIES AND EQUIPMENT

1. City Facilities Maintenance And Repairs:
During the term hereof, Contractor, at Contractor's expense, shall, to the satisfaction of the City, keep and maintain the Premises and all improvements and City provided equipment thereon in good and sanitary order, condition, and repair, consistent with similar operations in the Broward, Dade, and Palm Beach County Premises. Upon expiration or termination hereof, Contractor shall surrender and deliver up to City the Premises and all equipment provided by the City in good and usable condition, ordinary wear and tear excepted.

2. Contractor Equipment Maintenance And Repairs:
All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be the responsibility of the Contractor. The City shall incur no obligation for repairs.

3. Condition Of Premises:
Contractor shall, at its expense, maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators.

4. Inspection:
For the purpose 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 this contract.

5. Signs:
No signs whatsoever, including advertising signs, shall be erected or permitted upon the Premises until they have first been approved by the City.

2.07 PERSONNEL

All personnel must be uniformly identified at all times. All Federal (OSHA), State and Broward County standards must be followed for both the employees and participants (citizens) with respect to Bloodborne Pathogens and infectious diseases. The City shall have the right to request replacement of any of the contractor's employees who's conduct, character or performance is detrimental to the best interest of the City, and the contractor agrees to make such replacement within five (5) days.

2.08 STANDARDS OF CONDUCT

The Contractor shall, at all times, comply with all rules, regulations and ordinances of City and any other governmental agency having jurisdiction. The Contractor shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the Premises. All employees will be expected to perform their duties in a professional, service-oriented manner. Adherence to quality standards will be required.

2.09 AUTHORITY OF PARKS AND RECREATION DIRECTOR

Use by the Contractor of the Premises shall be coordinated with the Director. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Director's opinion, such may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. In the event the Director so suspends activities for a period of 45 or more consecutive days, the Contractor shall have the right to cancel the agreement. All references in the agreement to the Director shall mean and include any designee of the Director.

EXHIBIT A
LEASE AGREEMENT
SUNRISE MIDDLE SCHOOL POOL

THIS IS AN AGREEMENT, entered into on November 10, 1998, between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City",

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as "Board".

WHEREAS, The Board approved, on November 15, 1991, the construction of a new pool facility at Sunrise Middle School; and

WHEREAS, The City has committed to grant a minimum of $200,000 to the Board for the funding of the new Pool; and

WHEREAS, The Pool will serve all the residents of the area and fill a great need in the community; and

WHEREAS, pursuant to Motion, adopted at its meeting of March 17, 1998, the City Commission of City authorized the proper City officials to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Lease Agreement.

2. The effective date of this Agreement is the date that the Pool facilities receive a Certificate of Final Completion and completion of satisfactory inspection by the Broward County Health Department, with issuance of a permit to operate; such effective date shall be evidenced in writing to the City by the Board within thirty days of such certification and permit.

3. The Board does hereby lease to the City the Pool, granting unto City "shared use" of the Pool on the terms and conditions hereinafter set forth.

4. The term for which the City may have shared use of the Pool is twenty years from the effective date, subject to the provisions of Paragraphs 10 and 11 of this Agreement.

EXHIBIT A

5. The following terms and conditions shall control the shared use of the Pool:

a) Regular School Year: During the regular school year, which such regular school year shall be set and determined by Board, the Board shall have use of the Pool Monday through Friday, from 7:00 a.m. to 5:00 p.m., and the City is granted rights to have use of the pool Monday through Friday from 5:00 p.m. to 8:00 p.m, and school holidays and weekends from 7:00 a.m. to 8:00 p.m, exclusive of the Board's usage. In the event of conflict between events sponsored by the Board (e.g., school swim meets, water polo, etc.) after 5:00 p.m., the Board's usage after 5:00 p.m. shall take precedence over City's shared use rights during the conflicting period. [e.g., if school swim meet lasts until 6:30 p.m., such swim meet shall pre-empt the City's share used from 5:00 p.m. until 6:30 p.m., but the City may (but is not obligated to) use the pool thereafter from 6:30 p.m. until 8:00 p.m.].

b) Summer School Dates: During the summer school dates as determined by the Board, the City is granted rights to use of Pool Monday through Friday, school holidays and weekends from 7:00 a.m. to 8:00 p.m. exclusive of the Board usage. It is understood that the City will provide learn to swim lessons. However, in the event the School Board desires to use the Pool for academic or athletic programs during the summer, the parties agree to negotiate shared use of the Pool during the school day in the summer. In the event of conflict between events sponsored by the Board during school hours, the Board's usage shall take precedence over City's shared use rights during the conflicting period.

c) Year-Round School: If year-around school is implemented at Sunrise Middle School, the parties agree to negotiate shared use of the Pool during the school day in the summer.

d) Additional times for City use of the Pool may be arranged if the School is not using the Pool and if approved in advance and in writing by the Principal.

e) During the periods of City use set forth herein, the City shall be entitled to utilize the Pool and all appurtenant facilities, including all emergency equipment; provided, however, the use of shower facilities shall be limited to those exterior showers located on the Pool deck.

f) The Board agrees to grant exclusive use of the Pool to the City, during the hours of 7:00 a.m. to 8:00 p.m., for a two week period over the Winter break, for the City's College Swim Forum.

g) The location, construction, or placement of any and all capital improvements to be placed on the leased premises shall first be approved, in writing by the BOARD, it being intended that the BOARD shall have absolute control over the location of all improvements before they are placed on the leased premises.

EXHIBIT A

6. The maintenance responsibilities of the parties with respect to Pool use shall be as follows:

   a) The Board shall be responsible for all maintenance and custodial duties on the Pool.

   b) The City shall submit an annual list of dates, times, prior to March 1st of each year.

   c) The City shall be responsible for 25% of the chemical cost and 25% of the electrical costs related to the Pool. The Board shall invoice the City annually for reimbursement of these costs.

   d) The City shall be responsible for abiding by all health and safety regulations of Broward County and the State.

   e) During City use of the Pool, the City shall employ a supervisor who shall be in charge of and shall supervise the Pool. City will handle custodial details during the summer program.

   f) During City use of the Pool, all pool rules promulgated by the Board shall be obeyed by the City, its instructors, employees agents, and students.

   g) During City use of the Pool, the City shall provide the appropriate number of certified lifeguards who shall be in charge and supervise the users of the pool.

7. The City shall retain all revenue received by the City for the use of the Pool during the periods of City use.

8. City agrees to supply Board with a certificate of insurance which shall reflect general liability insurance with combined bodily injury property damage limits of $1,000,000 each occurrence, $1,000,000 aggregate excess over $300,000 self-insured retention, with the Board as additional named insured.

9. To the extent provided by law, each party hereto agrees to indemnify and hold harmless the other party, its officers, agents and employees, from all damages, costs and expenses, including attorneys' fees, and from any and all causes and rights of action which may arise, or which any of them shall become, obligated to pay by reason of liability imposed because of damage to property, injury or death to person in any way occasioned by the use of the Pool. Nothing herein shall be construed to provide indemnification to the other party for such party's own negligence.

10. Either party may terminate this Lease Agreement at any time upon giving advance written notice to the other party of not less than ninety days. Upon termination, the Board shall reimburse City for the fair value of the improvements actually provided and paid for by the City.

EXHIBIT A

11. If the parties cannot, within a period of thirty days after the notice to terminate is issued, agree on a fair value, than the value shall be fixed by an appraiser jointly appointed by Board and City.

12. The City shall have the option to renew this Lease Agreement for an additional term of twenty years, by providing notice to Board of the exercise of such option at least thirty days prior to the end of the term of this Lease Agreement.

EXHIBIT A

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Sheri Sforzato

Lynne Brackett Buck

(SEAL)

CITY OF FORT LAUDERDALE

Mayor

City Manager

Attest:
City Clerk

Approved as to form:

City Attorney

The foregoing instrument was acknowledged before me, this 9/24/1998 1998, by Jim Naugle and Floyd Johnson as Mayor and City Manager respectively, of THE CITY OF FORT LAUDERDALE. They are personally known to me or have identification and did not (did) take an oath.

(SEAL)

Lynn R Morris
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

OFFICIAL NOTARY SEAL
LYNN R MORRIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC665247
MY COMMISSION EXP. AUG. 12,2001

My Commission Expires:

Commission Number

EXHIBIT A

WITNESSES:

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By: _____
Donald J. Samuels, Ed.D., Chairperson

Delores Campanella

Attest: _____
Frank R. Petruzielo,
Superintendent

Approved as to form:

_____
School Board Attorney

The foregoing instrument was acknowledged before me this November 10, 1998 1998, by Donald J. Samuels, Ed.D. and Frank R. Petruzielo, as Chairperson and Superintendent, respectively, of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA. They are personally known to me or have identification and did not (did) take an oath.

(SEAL)

Ellen Ruth Kohli
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Ellen Ruth Kohli
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

OFFICIAL NOTARY SEAL
ELLEN RUTH KOHLI
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC774925
MY COMMISSION EXP. OCT. 6,2002

Bidder Questionnaire

1. Provide three references for which you have performed similar services for an aquatic facility of comparable or greater size. Provide number of years/months of service for each reference.

Company Name:
Address:
Contact Name:
Telephone:
Years: Months

Company Name:
Address:
Contact Name:
Telephone:
Years: Months

Company Name:
Address:
Contact Name:
Telephone:
Years: Months

2. Number of years experience managing an aquatic facility of comparable or greater size:
Years

3. Is your staff required to have First Aid and CPR Certification?
Yes ☐ No ☐

4. Are instructors providing lessons required to have Lifeguard and Water Safety Instructors (WSI) certification, or the equivalent?
Yes ☐ No ☐

5. Are instructors required to have training or certification in adaptive aquatics for the handicapped?
Yes ☐ No ☐

6. Will all lifeguards hold a minimum qualification of an advanced lifeguard certificate from a nationally recognized certification program such as American Red Cross or YMCA.
Yes ☐ No ☐

7. Will all personnel employed at both pool facilities be required to undergo and pass a thorough and complete background check as described in Section 2.03 of this Invitation To Bid?

Yes ☐ No ☐

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

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME	RELATIONSHIPS

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by _____ _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration)
_____

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

Address: _____
City: _____ State: _____
Zip: _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

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

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE cbb WBE cbb

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

Addendum No.	Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.

Variances:

revised 11-12-08

Question and Answers for Bid #593-10180 - SWIMMING POOL MANAGEMENT SERVICES-REBID

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.