

Solicitation 775-9807

Competitive Swim Team & Instructional Programming Services

City of Fort Lauderdale

Bid 775-9807

Competitive Swim Team & Instructional Programming Services

Bid Number	775-9807
Bid Title	Competitive Swim Team & Instructional Programming Services
Bid Start Date	Aug 14, 2007 8:38:22 AM EDT
Bid End Date	Sep 10, 2007 2:00:00 PM EDT
Question & Answer End Date	Aug 23, 2007 5:00:00 PM EDT
Bid Contact	Richard Ewell Purchasing
Pre-Bid Conference	Aug 23, 2007 10:00:00 AM EDT Attendance is optional Location: Fort Lauderdale Aquatic Complex 501 Seabreeze Boulevard Fort Lauderdale, FL

Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide and operate a sanctioned competitive USA Swimming Team, U.S. Masters swim team, competitive swim camp, swimming lesson and learn-to-swim programs for the City of Fort Lauderdale Department of Business Enterprises for infants age 6 months, children and adults of all ages and abilities 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 swim team will co-host and support special events and competitions with the City of Fort Lauderdale at the Fort Lauderdale Aquatic Complex.

For a copy of this Request for Proposals, go to www.rfpdepot.com.

Request for Proposal

775-9807

Competitive Swim Team & Instructional Programming Services

***Opens: September 10, 2007
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

(954) 828-5933

REQUEST FOR PROPOSALS

RFP NO. 775-9807

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PART I - RFP SCHEDULE

Release RFP	8/14/07
Pre Proposal Conference Fort Lauderdale Aquatic Complex, 501 Seabreeze Boulevard, Fort Lauderdale, Florida 10:00 a.m.	8/23/07
Last Date for Receipt of Questions of a Material Nature	8/23/07
Addendum Release (If required)	8/27/07
PROPOSAL DUE (Prior to 2:00 PM)	9/10/07

City of Fort Lauderdale, Department 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 ABOVE.

PART II - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida, ("CITY") is seeking proposals from qualified firms ("CONTRACTOR"), to provide and operate a sanctioned competitive USA Swimming Team, a U.S. Masters swim team, a competitive swim camp, and swimming lesson and learn-to-swim programs for the City of Fort Lauderdale Department of Business Enterprises for infants age 6 months and older, children, and adults of all ages and abilities at the Fort Lauderdale Aquatic Complex, and City approved 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 CONTRACTOR will work full-time at the Aquatic Complex as the director and head coach overseeing the daily operations for the team and its instructional programming at the Aquatic Complex. Contractor will co-host with the City of Fort Lauderdale and support special events and competitions at the Fort Lauderdale Aquatic Complex.

02. INFORMATION OR CLARIFICATION

For additional information concerning the technical specifications contained in this RFP, or questions about competitive procedures contact Richard Ewell, Procurement Specialist II at (954) 828-5138, or via e-mail at rewell@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or RFP procedures will only be transmitted by written addendum.

03. LAST DATE FOR QUESTIONS

Any questions Proposers 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. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference and site visit on the date and time specified in the Schedule Section of the RFP. While attendance is not mandatory, tours at other times may not be available.

It will be the sole responsibility of the Proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself/herself/itself with the nature and extent of the work, and the equipment, materials, and labor required. It is strongly suggested that all proposers attend the pre-proposal conference and site visit. For directions contact Laura Voet at 954-828-4582 or go to www.fortlauderdale.gov/flac and click on the "Directions" link.

05. ELIGIBILITY/QUALIFICATIONS

To be eligible to respond to this RFP, the proposing Contractor must demonstrate that the proposing Contractor and 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, including the following:

1. Minimum 10-years experience in competitive swimming coaching in a multilevel program as a USA Swimming Coach or equivalent, as determined by the City, for children age 5 through adults.
2. Minimum 5-Years in supervisory capacity as team CONTRACTOR or head coach for a USA Swimming Team.
3. Minimum 5-years experience developing and conducting swimming lesson and learn-to-swim programs for infants age 6 months to children and adults of all ages and abilities.
4. Minimum ASCA Coaching Certification Level 3 education requirement or equivalent. **Exhibit 1**
5. Must meet all USA Swimming Club/Team Development requirements for the establishment of a USA Swimming team and possess all coaching education/certification requirements. **Exhibit 2**
6. All coaches and/or instructors must possess certification in CPR, First-Aid, and Safety Training for Coaches, as defined by USA Swimming. **Exhibit 3**
7. Must have experience conducting a competitive Swim Camp.
8. Experience in the planning, organizing and administrative operation of large-scale USA Swimming and U.S. Masters Swimming and/or YMCA sanctioned competitions.
9. All swimming instructors shall have Water Safety Swim Instructor certification from the American Red Cross, the YMCA or other equivalent national aquatic training agencies as per the Health Department Code 64E-9 Public Swimming Pools and Bathing Places.
10. Experience with the operation and set up of Hytek Meet Management software and the set up and operation of Colorado Time Systems equipment, touchpads, and cables included the operation of the CTS Swim V Timer.

06. 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 as Attachment A, where applicable.

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. CONFIDENTIAL INFORMATION

SEE GENERAL CONDITIONS, PARAGRAPH 3.15

09. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall be for a one (1) year period or such other period as determined by the City of Fort Lauderdale City Commission. The City reserves the right to extend the contract for four (4) additional like 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 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) or events hosted by other teams or organizations.

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 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, storm damage, explosion, strikes or other labor disputes, act of God, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority other than the City of Fort Lauderdale, 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

The Contractor shall obtain at the Contractor's expense a comprehensive general liability insurance policy from a reputable insurance company authorized to issue insurance policies in the State of Florida, which shall cover all of the Contractor's students and employees. The Contractor shall require all students of legal age to submit to the Contractor duly executed liability release and waiver forms approved by the City's attorney or the City's risk manager releasing the City and the City's officers, employees, and agents from any liability in connection with any act or omission of the Contractor or of the Contractor's officers, employees, or agents. The Contractor shall require all students not of legal age to submit liability release and waiver forms approved by the City's attorney or the City's risk manager releasing the City and the City's officers, employees, and agents from any liability in connection with any act or omission of the Contractor or of the Contractor's officers, employees, or agents, duly executed by their parent or legal guardian.

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. 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>.

18. 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.

19. 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.

20. 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.

21. 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 agreement that results from the RFP.

22. 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.

23. 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.

24. 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.

25. 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 the Contractor 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.

26. 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.

27. CONTRACTOR OPERATIONS

Bids submitted by contractors proposing to operate/provide competitive team and instructional programming from an offsite location will not be accepted. Contractor administrative and operational headquarters shall be located solely at the Fort Lauderdale Aquatic Complex and no other venue or office location. Furthermore, the contractor as director and head coach shall dedicate his/her time exclusively to all operations under the contract for the City at the Fort Lauderdale at the Aquatic Complex and no other venue, team, club, program or school without prior approval of the City in writing. Contractor shall have a fully dedicated staff serving all facets of contract operations with regular office hours at the Aquatic Complex.

Furthermore, no portions of the contract shall be sub-contracted out to another corporation or organization – the purpose and intention of this Request for Proposals is to secure one contractor to provide all services under the contract.

28. 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.

29. INDEMNIFICATION

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.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

DEFINITIONS –

For purposes of this Request for Proposal the following definitions shall apply:

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.

COMPLEX: The Fort Lauderdale Aquatic Complex, a City of Fort Lauderdale facility, located at 501 Seabreeze Boulevard, Fort Lauderdale, Florida, 33316 on Fort Lauderdale Beach, a barrier island.

CONTRACTOR: The contractor is defined as the director and head coach for all facets of team and instructional programming operations at the Aquatic Complex and for no other competitive team, club or learn-to-swim instructional program for any other venue while under contract with the City of Fort Lauderdale and shall serve full-time in this capacity in person at the Aquatic Complex coaching athletes and overseeing the daily operations of all team and instructional programs and holding regular office hours.

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 learn-to-swim, swimming lessons or to learn specific swimming skills based on the student's age and ability level. Classes are from 30-minutes to one-hour increments for infants age 6-months to adults.

JANITORIAL MAINTENANCE: Janitorial maintenance shall include the daily collection and proper storage of equipment utilized by clients/participants; the proper disposal of garbage/trash from offices including items discarded by clients/participants in and around pool areas; periodic cleaning of pool tiles and clearing of debris from the instructional pool as needed. No equipment or educational tools shall at anytime be left in the pool at the end of a class period when an instructor/coach is not present.

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 CONTRACTOR.

LEARN-TO-SWIM PROGRAM: Non-competitive in nature and focuses only on the goal and elements related to achieving the ability to swim and not on racing nor on the coaching of participants in the elements, strokes or events associated with racing in competition.

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 CONTRACTOR.

PRIVATE LESSONS: One-on-one instruction – one student/client, one instructor for learn-to-swim, swimming lessons or to learn specific swimming skills 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's programs or participate in a program, camp, clinic or class organized by the CONTRACTOR.

SAFETY CERTIFIED ADULT: A person 18-years of age or older possessing American Red Cross Water Safety Instructor certification, CPR, First-Aid and/or CPR, First-Aid and Safety Training for Coaches as defined by USA Swimming. **Exhibit 3**

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

SWIM CONTRACTOR: A group of swimmers created for the purpose of organized recreation activity and/or competition. A competitive swimming team registered, sanctioned and recognized by USA Swimming, United States Masters Swimming – local swimming committees Florida Gold Coast Swimming and Florida Gold Coast Masters Swimming.

SWIMMING LESSONS: Children and adults of any age and skill level enrolled in a class to become more proficient with swimming skills, stroke technique and/or stroke 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 Swimming and/or U.S. Masters Swimming including, but not limited to training sessions, clinics, camps, practices, competitions and special events.

TEAM MEMBERSHIP FEES: Any charges or dues assessed by the contractor or team and paid by swimmers, families or clients for membership and inclusion in CONTRACTOR's 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 CONTRACTOR.

USA SWIMMING: USA Swimming is the National Governing Body for the sport of swimming.

UNITED STATES MASTERS SWIMMING: The National Governing body for the sport of masters swimming for adults age 18 and over.

01. INTENT

SCOPE and REQUIRED CONDITIONS of OPERATIONS

CONTRACT DIRECTOR

- A. The CONTRACTOR or the CONTRACTOR's swim team director/head coach shall organize, recruit, administer, solicit sponsorships for and coach the competitive swim team (hereinafter referred to as "TEAM") for the City of Fort Lauderdale (hereinafter referred to as the "CITY") at the COMPLEX. (See definition of Contractor)
- B. CONTRACTOR shall organize and coach competitive TEAM programs such as age group, junior, senior, national, masters, swimming clinics and swimming competitions in addition to swimming lessons, learn-to-swim instructional programs, swim camp and clinics at the COMPLEX.
- C. CONTRACTOR shall ensure TEAM membership within USA Swimming ("USA-S") and United States Masters Swimming ("USMS") and operate in accordance with their rules and regulations. CONTRACTOR shall also act as City's liaison and representative, when so designated by the City's Department of Business Enterprises.
- D. CONTRACTOR, as Director and Head Coach, shall employ and supervise additional personnel as may be deemed necessary for CONTRACTOR operations, such as, but not limited to, assistant coaches, instructors and office staff at CONTRACTOR'S expense. These individuals shall be employees of CONTRACTOR, and CITY shall not be responsible for any costs or expenses of employment and supervision, except as specifically set forth herein.
- E. The CITY shall not be responsible for any of the CONTRACTOR'S 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 for the previous month. Should the contract terminate prior to a completed year, CITY shall pay CONTRACTOR only a prorated amount for the months during which the CONTRACTOR had worked.
- G. The CITY will reimburse CONTRACTOR for the cost in hiring assistant coaches for the TEAM each year 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 for the previous 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. For use of the Aquatic COMPLEX, the CONTRACTOR shall pay to the CITY, a staffing fee plus any applicable tax, payable to the CITY on or before September 30 each year of

the contract agreement. The fee is intended to contribute to the additional staffing costs associated with hosting competitive events of the CONTRACTOR.

- I. CITY shall provide 990-square feet of space to CONTRACTOR for use as administrative offices for the CONTRACTOR operations at a rate per square foot as outlined in the 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 "Fort Lauderdale Dive Team" ("FLDT"). 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.
- J. The CONTRACTOR shall, on behalf of the CITY, reasonably promote goodwill and - maintain good public relations by working and cooperating with municipal, county, state, national and international swimming groups including diving, water polo, scuba diving, synchronized swimming organization and other contractors operating at the Aquatic Complex.
- K. The CONTRACTOR shall be a consultant to CITY's Department of Business Enterprises for conducting and improving swimming programs and swimming events held at any of the CITY's pools and shall organize and assist in the operation of such events including, but not limited to – Masters Challenge, David Deal Play Day, South Florida Senior Games or other City sanctioned events
- L. The CONTRACTOR shall assist the Aquatic Complex Manager (hereinafter referred to as the "MANAGER") in completing necessary documents to acquire hosting privileges for local, regional, state, national and international swimming events to be held at the COMPLEX.
- M. CONTRACTOR shall coordinate daily CONTRACTOR operations, programs, and schedules with the MANAGER. CONTRACTOR shall require all of the CONTRACTOR's staff, clients and team members to abide by all pool rules and the authority of CITY staff while utilizing the COMPLEX.
- N. CONTRACTOR acknowledges that the CONTRACTOR and all employees, coaches and assistants hired by CONTRACTOR shall be independent contractors not entitled to any benefits accorded employees of the CITY.
- O. CONTRACTOR shall act at all times as the agent for the TEAM and all its programs when the TEAM, under the terms of the contract agreement, is denoted as having the responsibility to carry out certain obligations.
- P. All competitive swim team, fitness, masters, swimming lesson and learn-to-swim programming at the COMPLEX is intended to promote and enhance the COMPLEX. The CONTRACTOR shall actively promote and refer all patrons interested in competitive team, fitness or masters swimming, swimming lessons or learn-to-swim programs to the programs authorized by the City at the COMPLEX and to no other swim team, swim club, swim school or program nor any satellite affiliated or non-affiliated swim team, swim club, program, swim school or swimming lesson program of any kind without prior permission and written consent of the CITY.
- Q. The CITY may authorize the closing of the pool during necessary repair work or in the event of severe weather as determined by the CITY.

- R. 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.
- S. CONTRACTOR will provide the MANAGER or the MANAGER's designee with daily attendance figures for each month including a list of all members and participants in connection to the operation of the TEAM and its programs including, but not limited to registered USA Swimming, U.S. Masters Swimming club and camp members, swimming lesson and learn-to-swim program participants. The monthly attendance report shall include last name, age, skill group, and monthly fee to be assessed to that swimmer. This report is due the first of each month for the previous month and may be filed electronically.
- T. 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 swim meets conducted by the CONTRACTOR and/or City and Contractor.
- U. CONTRACTOR or an authorized staff member shall open the COMPLEX each morning for the USA Swimming and/or U.S. Masters Swimming team practice 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.
- V. CONTRACTOR is responsible for handling, processing and record keeping services related to all operations under this agreement including, but not limited to: registrations, waiver/release forms, receipt of payments for dues and fees, accounting of transacted business and record keeping.

Additionally, 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.

- W. All financial records of the CONTRACTOR in connection to the CONTRACTOR and its programs shall be open for inspection and/or audit by the CITY or its designees at any or all reasonable times.
- X. CONTRACTOR shall conduct business in a professional and courteous manner to the satisfaction of the CITY and shall foster a positive and cooperative working relationship with all contractors working at the COMPLEX. CONTRACTOR and all personnel under the direction of the CONTRACTOR must obey all CITY rules, regulations, policies and ordinances.
- Y. CONTRACTOR shall provide qualified and trained coaches and instructors for all programs offered. CONTRACTOR shall require all of the CONTRACTOR'S coaches and instructors to be duly certified in CPR, First-Aid, and Safety Training for Coaches as defined by USA Swimming by a nationally recognized agency American Red Cross, Swim America or equivalent. CONTRACTOR shall provide, maintain, and keep readily available at the COMPLEX, a first aid kit as recommended by the American Red Cross at all times during its programs and practices.

- Z. CONTRACTOR and CONTRACTOR staff shall be proficient in the use of Colorado Timing System (timers, pads, buttons, scoreboard) and Hytek Meet Manager software equipment. Additionally, CONTRACTOR shall provide staff or trained volunteers to operate the timing system (i.e. Swim V timer and/or Hytek Meet Manager software system) during any event in connection with the TEAM including, but not limited to high school competitions. Such competency subject to the MANAGER's satisfaction.
- AA. CONTRACTOR shall consult with 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.
- BB. CONTRACTOR shall maintain all CITY property in an "as is" condition and shall police and clean 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. Items include, but are not limited to the proper storage of kickboards, pull buoys, fins, and learn-to-swim instructional aids. At no time shall any equipment or teaching aids be left in any pool after the conclusion of a program, practice or class.
- CC. No signs, banners or advertising is permitted at the COMPLEX without the approval of the MANAGER of the COMPLEX.
- DD. The CONTRACTOR and its programs 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.
- EE. The contractor shall serve as the director and head coach for all facets of team and instructional programming operations at the Aquatic Complex and no other competitive team, club or learn-to-swim instructional school under the contract and shall serve full-time in this capacity in person at the Aquatic Complex coaching athletes and overseeing the daily operations of all team and instructional programs holding regular office hours at the Aquatic Complex.
- FF. With the exception of vacation, competitive events and business related meetings, at no time shall the Contractor as director and head coach be allowed to operate, manage or direct the team from an off-sight location.
- GG. As per Chapter 64E-9 of the Florida Health Department Code for Public Swimming and Bathing Places, all owners, managers, lifeguards or swimming instructors in charge of, or working at, public swimming pools shall be responsible for the supervision and safety of the pool.

2. SWIM TEAM

- A. The status of the TEAM operated by the CONTRACTOR will be one of co-sponsorship with CITY at the COMPLEX.
- B. All financial records and transactions of the TEAM shall be made available by the TEAM to the CITY for inspection at any or all reasonable times.
- C. 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, swimming lessons, instructional swimming programs, swim 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, swimming lessons, instructional swimming programs, swim 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.

- D. All TEAM members shall be insured by USA Swimming, United States Masters Swimming or the Comprehensive General Liability policy outlined in this RFP, as determined by their program's participation.
- E. The CONTRACTOR shall require all TEAM members of legal age to submit to the CONTRACTOR duly executed liability release and waiver form approved by the CITY's attorney or the CITY's risk manager releasing the CITY and the CITY's officers, employees, and agents from any liability in connection with any act or omission of the CONTRACTOR or of the CONTRACTOR's officers, employees, or agents. The CONTRACTOR shall require all TEAM members not of legal age to submit liability release and waiver form approved by the CITY'S attorney or the CITY'S risk manager releasing the CITY and the CITY'S officers, employees, and agents from any liability in connection with any act or omission of the CONTRACTOR or of the CONTRACTOR'S officers, employees, or agents, duly executed by their parent or legal guardian. CONTRACTOR shall retain all such forms 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 TEAM members in amounts 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 C.1. above. Any modification of the fee schedule is subject to the MANAGER's approval or disapproval.

- G. All expenses, regardless of their nature, incurred in connection with travel for the TEAM or for CONTRACTOR and/or any coaches will be at no cost to the CITY unless otherwise provided herein.
- H. When the CONTRACTOR or TEAM utilizes CITY facilities CONTRACTOR shall provide a safety certified USA Swimming Coach or equivalent responsible adult individual who shall supervise the CONTRACTOR activities and remain on the pool deck at all times during CONTRACTOR activities, programs and workouts.
- I. 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 swimming, special events and clinics held at the COMPLEX, which are conducted by the TEAM. Proceeds from such events are due within sixty (60) days following the conclusion of each event. The CONTRACTOR shall provide to the CITY along with payment, a financial report in the form of a balance sheet including copies of any and all receipts and invoices from the events.
- J. 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 CITY prior to approval, and may include but are not limited to, fixtures, signage, logos, and other types of advertising.
- 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 on the walkway located at the north side of the pool, as designated by the MANAGER in the MANAGER'S sole discretion.
- M. The CITY reserves the right to approve all team marketing and advertising materials including the name, colors, brand/logo and any mascot associated with swimming lessons and/or learn-to-swim programs of the CONTRACTOR and TEAM at the COMPLEX.
- N. A minimum of ten (10) 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 such an interest exists, 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.
- O. Any and all revenues generated or earned through rebates from special events and/or competitions co-sponsored by the CITY, CONTRACTOR or TEAM 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.

3. SWIM 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. 50-Meter Main Competition Pool: During the months of September through May, the CONTRACTOR shall have use of the pool between the hours of 5:00 am to 8:00 am and from 4:00 pm to 8:00 pm. During the months of June through August, Swim Team shall have use of the pool from 5:00 am to 10:00 am and 4:00 pm to 8:00 pm.

The CONTRACTOR may exchange use of this pool in all or in part for use of the training pool as program need's change. This exchange shall be coordinated through the MANAGER. Configuration of the pool is at discretion of MANAGER.

2. 50-Meter Training Pool: The CONTRACTOR shall have use of twelve (12), 25-yard lanes or six (6), 50-meter lanes in the pool between the hours of 5:00 am and 8:00 am, and 4:00 pm to 6:00 pm. Configuration of the pool is at the discretion of MANAGER.
3. Diving Well: The CONTRACTOR shall have access to portions of the pool with all use being first coordinated through the MANAGER.

Use of the diving platforms is reserved for authorized members of the dive team under the supervision of the USA Diving Safety Certified Coach or equivalent.

- B. 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 Fort Lauderdale Dive 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 are not 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.

4. SWIM TEAM FACILITIES

- A. The CITY shall provide CONTRACTOR access to the weight room 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 or CAMP.
- B. CITY shall provide CONTRACTOR with access to the areas known as the Multipurpose Room, the Press Room, and the Hospitality Room in the COMPLEX for the purpose of conducting TEAM meetings, seminars and other related CONTRACTOR activities. Use of these areas will be coordinated with MANAGER or his/her designee.
- C. CONTRACTOR shall be responsible for the daily janitorial maintenance of any area reserved for CONTRACTOR use in COMPLEX i.e. office areas, locker room, weight room, press room, timing room, team room, instructional pool and other pools or areas. and properly store all equipment and materials utilized by the CONTRACTOR at the end of each day. Such maintenance shall be performed in a manner satisfactory to the MANAGER.
- D. 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 excepted. 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 personally 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 or earlier termination, CONTRACTOR at its option, may remove all such personally, provided the CONTRACTOR is not then in default of any covenant or condition of the contract agreement, otherwise all such property shall remain on the demised premises until the damages suffered by CITY from any such default have been ascertained and compensated.
- E. CITY shall agrees to assist the CONTRACTOR in locating 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.
- F. 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.

5. SWIM CAMP

- A. CONTRACTOR shall be allowed to conduct a competitive summer swim camp (hereinafter referred to as "CAMP") with workout privileges at the COMPLEX during the months of June, July and August. The blocks of time and hours of operation shall be subject to mutual agreement by CONTRACTOR and MANAGER. Additionally, the CONTRACTOR may conduct interim day or weekend camps throughout the year with the prior approval of the MANAGER.
- B. All financial records and transactions of CAMP shall be made available by the CONTRACTOR to the CITY for inspection at any reasonable time.
- C. CAMP activities shall never result in the exclusion of recreational swimming by the general public; however, shared use of the COMPLEX may be permissible.
- D. 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.
- E. 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.
- F. 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.
- G. 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, swimming lessons, instructional swimming

programs, swim 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, swimming lessons, instructional swimming programs, swim 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.

6. SWIMMING LESSONS & LEARN-TO-SWIM PROGRAMS

- A. The CONTRACTOR shall organize and conduct swimming lessons and learn-to-swim instructional programs at the COMPLEX. All programs proposed via the response to the RFP are subject to approval or disapproval by the MANAGER and Department of Business Enterprises, with any new or additional programs being first coordinated and approved by the MANAGER.
- B. The CITY 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. The City' learn-to-swim instructional and swimming lesson programs are intended to complement the TEAM and to provide affordable alternative programs for the community. Scheduling will include, but not be limited to:
 - 1. Summer Lessons during the months of May, June, July, August
 - 2. Saturday & Sunday Classes
 - 3. Spring Break programs during the months of March and April.
 - 4. Winter Break Classes during the months of December, January, February.
 - 5. Swim Central programming during the school year.
- C. The CONTRACTOR shall employ and supervise any additional personnel as may be deemed necessary for the operation of swimming lessons or learn-to-swim 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 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.
- D. The CONTRACTOR and its swimming lesson or learn-to-swim 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.
- E. The 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.

F. The CONTRACTOR shall submit to CITY'S Director of Business Enterprises, semi-annual financial reports outlining all GROSS REVENUE and expenses in connection with swimming lessons, learn-to swim 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, 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 swimming lesson and learn-to-swim 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, swimming lessons, instructional swimming programs, swim 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, swimming lessons, instructional swimming programs, swim 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. The CONTRACTOR shall require all swimming lesson and/or learn-to-swim 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 swimming lesson and/or learn-to-swim 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.

- H. CONTRACTOR shall collect all dues and fees from clients for swimming lessons and/or learn-to-swim programs at an amount approved by CITY's Director of Business Enterprises or his designee. A report of fees collected shall be included in a semi-annual report required to be submitted to CITY under Section 6.F. herein.
- I. An accounting of all GROSS REVENUE and expenses in connection to swimming lessons, scholarships, learn-to-swim instructional services and programs at the COMPLEX by the CONTRACTOR shall be included in the Semi-Annual Report required by Section 6.F. herein.
1. 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.
 2. 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.
 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, swimming lessons, instructional swimming programs, swim 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, swimming lessons, instructional swimming programs, swim 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.
- J. Any modification of the swimming lesson or learn-to-swim program fee schedule is subject to the approval or disapproval of the City's Director of Business Enterprises or his/her designee.
- K. When the CONTRACTOR utilizes CITY facilities for swimming lessons and/or learn-to-swim 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 swimming lesson and/or learn-to-swim program activities. A student – instructor ratio of 6:1 minimum is required for all lessons and programs.
- L. Swimming lessons and learn-to-swim programs conducted by the CONTRACTOR at the COMPLEX shall include private and group instructional swim lessons for infant's age 6 months and older, children, and adults of all ages and abilities. The CONTRACTOR may conduct other swimming lessons or learn- to-swim programs at the COMPLEX with prior approval by the Manager.

- M. The CONTRACTOR shall require all swimming lesson and learn-to-swim instructors to possess an American Red Cross Water Safety Instructor Certificate, or equivalent formal swimming instructional training certification by an equivalent certifying agency as per Chapter 64E-9 of the Health Department Code for Public Swimming Pools and Bathing Places.
- N. If, at the conclusion of the Contract term, the revenue distribution of gross revenue to the CITY for swimming lessons and learn-to-swim programs do not meet the guaranteed minimum payment due the CITY pursuant to this 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 CONTRACTOR's response to the RFP as part of the contract agreement.
- O. The CITY reserves the right to approve all marketing and advertising materials including the name, colors, brand/logo and any mascot associated with swimming lessons and/or learn-to-swim programs of the CONTRACTOR at the COMPLEX.
- P. Instructional and swim 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 Life Guarding courses at the COMPLEX unless so authorized in writing by the MANAGER.
- Q. A minimum of ten (10) scholarships will be made available by the CONTRACTOR for participation in swimming lessons and/or learn-to-swim programs for children of the City of Fort Lauderdale that cannot afford these services. If such a need exists, 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, 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.

As part of a semi-annual financial report, Contractor will include scholarship award information and enrollment.

7. SWIMMING LESSON & LEARN-TO-SWIM FACILITIES

- A. The following areas, or portions thereof, within the COMPLEX are, from time to time, reserved for use by the CONTRACTOR for swimming lessons and/or learn-to-swim programs: office area, bathrooms, instructional pool, dive well and portions of other pools and pool areas as approved by the MANAGER.
- B. When the CONTRACTOR has completed its use of such areas that have been reserved for the CONTRACTOR'S benefit and used by the CONTRACTOR, the CONTRACTOR shall be responsible for the daily janitorial maintenance and proper storage of all equipment utilized by the CONTRACTOR thereof i.e. office areas, and instructional pool. Such maintenance and storage of equipment shall be performed in a manner satisfactory to the MANAGER.
- C. Fixtures desired by the CONTRACTOR for swimming lessons and/or learn-to-swim program operations shall be acquired and installed at the CONTRACTOR'S sole expense, and shall be subject to the MANAGER'S prior approval first being obtained in writing. All fixtures of every kind now existing or hereafter placed, or purchased by the CONTRACTOR for swimming lessons and/or learn-to-swim operations shall, at the end of the term or earlier termination of the contract agreement for any reason, be and become the property of CITY and shall be left in good condition and repair, ordinary wear and damage by the elements excepted.

- D. A fixture shall be defined as an article which was chattel, but which, by being physically annexed or affixed to the realty by the 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 the CONTRACTOR and, at the time of such expiration or earlier termination, the CONTRACTOR at its option, may remove all such personalty, provided that the CONTRACTOR is not then in default of any covenant or condition of this Contract, otherwise all such property shall remain on the demised premises until the damages suffered by CITY from any such default have been ascertained and compensated.

SWIMMING LESSONS & LEARN-TO-SWIM PROGRAM POOL PRIVILEGES

- A. Unless otherwise specified, all pool facilities listed below 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. MAIN COMPETITION POOL: CONTRACTOR shall have access to the main competition pool, subject to CONTRACTOR's prior coordination with the MANAGER.
 2. TRAINING POOL: CONTRACTOR shall have access to portions of the training pool, subject to CONTRACTOR's prior coordination with the MANAGER.
 3. DIVE WELL: CONTRACTOR shall have access to designated portions of the dive well, subject to CONTRACTOR's prior coordination with the MANAGER.
 4. INSTRUCTIONAL POOL: CONTRACTOR shall have access to the teaching pool, subject to CONTRACTOR's prior coordination with the MANAGER.
- B. The CONTRACTOR is responsible for the safety and the conduct of all CONTRACTOR swimming lesson and learn-to-swim 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. CONTRACTOR shall provide, maintain, and keep readily available at the COMPLEX a first aid kit with contents as recommended by the American Red Cross at all times during its learn-to-swim programs.
- C. Private Lessons shall be coordinated and communicated with the office of the COMPLEX MANAGER to avoid programming conflicts.

9. CHANGES

CITY may, from time to time, request reasonable changes in the scope of services to be performed by the 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 in the future. CONTRACTOR operations may be interrupted and/or suspended at the COMPLEX. The CITY agrees to work with the CONTRACTOR in locating 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, swimming lesson and learn-to-swim 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. Ten (10) parking passes will be assigned to the CONTRACTOR for use by CONTRACTOR employees. The cost of the each additional parking card shall be at the current price as noted on the fee schedule. A fee will be charged for each parking proximity card.

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 its 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

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, swimming instruction or events when conditions are unsafe.

15. POOL BLANKETS

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

PAYMENT STRUCTURE - CONTRACTOR TO CITY

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

CONTRACTOR shall bid a fixed percentage of its gross revenue generated from all swimming lesson and learn-to-swim programs to the CITY as well as a guaranteed minimum for all instructional programs on an annual basis.

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.

CONTRACTOR shall bid a minimum for an estimated 990 square feet of office space.

CONTRACTOR shall bid a fixed annual staffing fee to the CITY for use of the pools and designated areas at the Fort Lauderdale Aquatic Complex.

CONTRACTOR shall pay the CITY the then current student admission fee for each participant in the summer camp program (currently \$3.00 a swimmer per day).

CONTRACTOR shall pay the CITY the then current visiting team fee (currently \$7.00) for each swimmer of a visiting team and/or training camp.

CONTRACTOR shall pay the CITY 50% of all net revenues generated from events and mutually agree upon all expenses or charges.

CONTRACTOR shall pay the CITY 50% all revenues generated through sponsorships of the COMPLEX solicited by the CONTRACTOR, its TEAM or agents.

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 each 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.

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 5%.**
2. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project. **Weight factor 10%.**
3. Recent performance of the proposing firm including technical event experience. **Weight factor 15%**
4. Required submittals: i.e. team demographics, financial information. **Weight factor 5%**
5. Overall programs offerings, fee schedules and features. **Weight factor 15%**
6. Proposed Operational Plan including Business Plan and Procedures. **Weight factor 10%**
7. Guaranteed revenue to the City. **Weight factor 22%.**
8. Revenue earning potential to the City. **Weight factor 20%.**
9. Preferred Qualifications: **One point each (maximum of 8)**

PREFERRED QUALIFICATIONS – Extra points (one point each) will be given for the following qualifications of the CONTRACTOR:

1. Graduated from an accredited college or university with a Bachelor's Degree. Provide copy of diploma.
2. Be an active coach for sanctioned USA Swimming or FINA recognized competitive swimming team within the last year. - Provide a letter from the national governing body.
3. Have served as the director of a swimming lesson or learn-to-swim program. Provide a letter from contract administrator.
4. ASCA Coaching Certification Level 4 education requirement or equivalent. Provide a letter or certificate from American Swim Coaches Association.
5. ASCA Coaching Certification Level 5 education requirement or equivalent. Provide a letter or certificate from American Swim Coaches Association.
6. Experience as a competitive Swim Camp Director. Provide a letter from contract administrator.
7. Experience in the planning, organizing and administrative operation of large-scale USA Swimming and U.S. Masters Swimming and/or YMCA sanctioned competitions within the last 5-years involving events with more than 1,000 athletes. Provide a copy of the official meet entry registration information documents and/or a copy of a signed contract as well as a Hytek team report from the meet manager.

8. Active member of a national sport governing body board or committee i.e. USA Swimming Board of Directors, USA Swimming Local Swim Committee, American Red Cross, United States Swim School.

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.

The City uses a mathematical formula for determining allocation of guaranteed revenue points to each responsive, responsible proposer. The highest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times lower than the cost / fee of the highest responsive, responsible proposer, will result in receiving zero points for cost.

The City uses a mathematical formula for determining the Revenue Earning Potential points for each responsive, responsible proposer. The proposer guaranteeing the City with the largest current registered USA Swimming and U.S. Masters Swimming total membership as stated in the Technical Response Tab 9 will receive the maximum allowable points. When using this formula, a proposer that submits a team size that is two times smaller than the total team size of the highest responsive, responsible proposer, will result in receiving zero points for revenue earning potential.

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.

TAB 1

Proposal Signature Page and Revenue Distribution Information Pages

TAB 2

1. Understanding of the City's needs for a competitive swimming team and swimming 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?

TAB 3

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, 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. Age Group Swim Team
 2. Masters Team
 3. Swimming Lessons and Learn-To-Swim Programs
 4. Swim Camp
 5. Other

TAB 4

4. Experience developing and operating a USA Swimming competitive swim 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.

TAB 5

5. Experience developing and operating a swimming lesson and learn-to-swim 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.

TAB 6

6. Experience developing and operating a competitive swimming camp and/or stroke 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 Swimming and U.S. Masters Swimming sanctioned competitions. – give details as to specific events; your assigned tasks; volunteers; participants; and net revenue.

TAB 7

8. Team alumni, athlete honors, championships and awards received for teams or programs under your direction.

TAB 8

9. 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 must include, but not be limited to:

1. USA Swimming Club and U.S. Masters Team
2. Swimming Lesson and Learn-to-Swim Programming
 1. Swim Camps and/or Clinics
 2. Swimming Competitions, Special Events
 3. Fundraising Activities
 4. Sponsorships and Donations

TAB 9

10. In regards to the most current team or organization under your direction, provide detailed demographic information regarding the dynamics of the program. Items must include, but are not limited to:
 1. Total number of registered team members or clients
 2. Number of USA Swimming registered members
 3. Number of U.S. Masters registered swimmers
 4. Primary market area and residence of participants
 5. Number of foreign athletes on team
 6. Number of current USA National Team members
 7. Number of nationally ranked athletes on team - Top 16 Age Group or better.

TAB 10

11. Any other information you feel will assist the City in evaluating your proposal

REVENUE DISTRIBUTION INFORMATION

PART I – PAYABLE TO THE CITY BY CONTRACTOR

FOR PURPOSES OF COMPARISON AND TABULATION ONLY, AN ESTIMATED ANNUAL REVENUE OF \$100,000 FOR THE ABOVE TOTAL REVENUE FIGURES SHALL BE USED.

(1). SWIM TEAM

(A.) Team Monthly 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 10 per year)

(2) SWIMMING LESSON & LEARN-TO-SWIM PROGRAMS

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

Guaranteed MINIMUM \$_____ **TOTAL** (\$25,000 minimum)

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

Guaranteed MINIMUM \$_____ **TOTAL** (\$25,000 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

Staffing Fee: \$ _____ as noted in 1.H. herein

Office Rental \$ _____ per square-foot x 990 (minimum \$4,590)

Swim Camp \$3.00 per participate as noted in 5.D. 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 2.I. herein

Sponsorships 50% of net revenues from events as noted in 2.J. herein

PART II – PAYABLE TO CONTRACTOR BY CITY

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

\$ _____ (not to exceed \$50,000)

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

\$ _____ (not to exceed \$20,000)

(3) Parking Passes 10

PART III – OTHER

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

PROPOSAL QUESTIONNAIRE
Competitive Swim Team and Instructional Programming Services
RFP No.: 775-9807

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 swimming coach? Provide team name and affiliation (USA Swimming, YMCA, U.S. Masters, or other)
3. Are you, as the proposer, currently employed as a swimming instructor? Provide employer name and position
4. List below those persons who will have a management or supervisory position in the proposed team, if you are awarded the contract. List name, title or position and project duties. A resume or summary of experience and qualifications must accompany your proposal.

LIST ALL ON SEPARATE SHEET, WITH RESUME

5. List all clients/corporations/agencies for whom you have provided similar services in the last five (5) years. Provide the name, address, telephone number, contact person, and date the service was provided. If services provided differs from the one presented in your proposal, please indicate such differences.

LIST ALL ON SEPARATE SHEET, REFERENCING THE SPECIFIC ITEM

6. List City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past five (5) years:

LIST ALL ON SEPARATE SHEET, REFERENCING THE SPECIFIC ITEM

7. 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.

LIST ALL ON SEPARATE SHEET, REFERENCING THE SPECIFIC ITEM

- 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.

LIST ALL ON SEPARATE SHEET, REFERENCING THE SPECIFIC ITEM

Sport of Swimming

1. List all judgments, pending judgments, rulings or sanctions from international or national governing bodies for the sport of swimming, including, but not limited to: International Olympic Committee (IOC), United States Olympic Committee (USOC), Federation Internationale De Natation Amateur (FINA); American Swimming Coaching Association (ASCA), Amateur Swimming Union of the Americas (ASUA), National Collegiate Athletic Association (NCAA), National Interscholastic Swimming Coaches Association (NISCA), USA Swimming or any other National or International Governing Body association for the sport of swimming 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.

LIST ALL ON SEPARATE SHEET, REFERENCING THE SPECIFIC ITEM

2. Have you, your athlete, 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 , or violated the USA Swimming Article 304 Code of Conduct, the USMS Article 402 Code of Conduct or any other national or international governing body code of conduct or anti-doping regulation? Exhibits 4, 5 and 6.

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 Swimming 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.

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

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

LIST ALL ON SEPARATE SHEET, REFERENCING THE SPECIFIC ITEM

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

6. Have you ever been terminated from a coaching position?

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

7. Have you or any member of your staff proposed for the contract been asked to resign in lieu of termination?

Yes ____ No ____ If yes, explain.

8. Will your proposed U.S. Masters team program compete under its own team affiliation or join the local Gold Coast Masters combined team? Please explain.

9. Do you plan to direct or coach more than one sanctioned competitive team, instructional program/school or work full-time or part-time for another employer during the term of contract?

Yes ____ No ____ If yes, explain.

LIST ALL ON SEPARATE SHEET, REFERENCING THE SPECIFIC ITEM

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.
- 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.

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.

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.



revised 6/03

**The American Swimming
Coaches Association**
5101 NW 21st Avenue, Suite 200
Fort Lauderdale, Florida 33309
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Coaches Certification

The Purpose and the Process

Why Be Certified?

Certification means that you are serious about your profession. It means that you care about your continuing coaching education and your professional preparation. It marks you as a coach who is in the mainstream of the coaching profession and willing to be examined in the same light as the great coaches of this country, whether at the collegiate, high school, YMCA or club positions. Employers know that the Certified Coach is committed to professional effort, has professional preparation and professional ethics.

In addition, compensation information and access to professionally evaluated positions are available to Certified Coaches. Certification gives you a title you deserve . . . “Coach John Doe, ASCA Level 3, Age Group.”

Certification also states your credentials precisely and concisely. If you are well educated, but do not yet have the time in service or the opportunity to work with better athletes, it says so. As you gain experience and become successful in actually producing fast swimming with your athletes, it reflects that. This precision is very important and valuable to those who employ swimming coaches . . . and hence, it protects you from unfair comparisons with others who write “creative resumes” to apply for jobs. ASCA Certification provides factual information about you to your potential employer.

How To Be Certified?

There are three steps:

- # 1. Be a member of the American Swimming Coaches Association. Complete a membership application form and mail to ASCA at the above address with payment for annual investment.
- # 2. Complete a Certification Application in full and mail to ASCA at the above address. More information is available on the following pages.
- # 3. Take the required Certification Schools. First, Level 1 - The Foundations of Coaching; next, Level 2 - The Stroke School; continuing with Level 3 - The Physiology School; Level 4 - The Administration School and Level 5 - The Leadership School. Each school is available either at clinics or through home study.

Send the original test(s) to ASCA at the above address. They will be corrected and, if acceptable, will be processed. You will then receive a new membership card with your Certification number, Level and Type. You will be notified of the number of units of education added to your permanent Certification Record. If you wish, you may try to “test out” of any requirements at the course fee.

How To Be Certified.

There are three things analyzed in the Certification process. They are: Education, Experience and Achievement. Your Certification shows that you have met the required standard at each Level. The Five Levels become increasingly difficult. Level 5 is composed of the top 2-5% of coaches in the USA. Level 4 is the top 5-8% and Level 3 is the upper 15% of coaches. Level 2 requires more “units” of education and experience than Level 1.

What Are The Components Of Certification?

Education

Coaching is both an art and a science. Recognizing the above, you will earn units for virtually any education you have taken. You receive many more units for education that relates directly to coaching. Academic education is the first category, and you receive units for your major and/or your advanced degree work. As an example, a major in Exercise Physiology is awarded 40 units for an undergraduate degree, 20 more for a Masters and 20 more for a Ph.D. A major in Egyptian studies will naturally earn fewer units (actually the minimum, which is 10 per degree). List all academic education on your application form.

Clinical education is evaluated similarly. All coaching clinics should be sanctioned by the ASCA. This means that they meet specific criteria in terms of presented topics and use of appropriate speakers. If a clinic you attend is sanctioned, they will advertise “7 ASCA Units Available” or similar verbiage. To receive credit for attending a clinic you may complete a clinic test, or in some cases you may complete an “UPDATE FORM” listing the clinic. Clinics other than swimming clinics can also receive credit if you list them on your update form (i.e., a program on “People Skills” put on by your school district).

Education Units and Experience Units must both be present on your Certification Application. They must be in reasonable balance. (You Need BOTH.) Home Study Schools are worth a variety of units from 7 on up. Most Enrichment Schools are worth 12 units. What you learn in your education is the “Tool Kit” of coaching and a vital part of the overall evaluation.

Remember, one or more of the ASCA Certification Schools, either on site or by home study is required. Level 1 - Foundations of Coaching, Level 2 - The Stroke School, Level 3 - The Physiology School, Level 4 - The Administration School, and Level 5 - The Leadership School.

Career developmental coaches now have an opportunity for Level 3 and Level 4 certification. The new categories are called “Level 3 Education and Experience” and “Level 4 Education and Experience” and will appear as such on all certification cards. These categories are designed to recognize the important role that coach (who spends their career in the developmental side of our sport) plays in the overall success of the sport of swimming. This change allows truly developmental coaches the opportunity to attain Level 3 and Level 4 certifications without the required achievement criteria. Level 5 is not included in this opportunity.

There are three key requisites necessary to qualify for Level 3 Education and Experience:

1. You must have been actively coaching for a period of ten full years (120 months), with at least six of those years in a multilevel program where you report to a head coach. This program *is not* intended for Head Coaches.
2. You must have completed the ASCA required schools through Level 3 and have a total of 175 educational units in your certification file.
3. A letter from the Head Coach in support of Level 3 Education and Experience certification must be enclosed with the application. This letter should ascertain that the coach applying is not in a position where he/she is expected to train athletes to upper levels of performance and is expected to provide foundation coaching.

In order to qualify for Level 4 Education and Experience:

1. The coach must have been actively coaching for fifteen years, with ten years in a developmental position.
2. The coach must have completed all ASCA required schools through Level 5.
3. The coach must have a total of 275 educational units recorded in his/her certification file.
4. The coach must have a letter on file of support from the head coach for Level 4 Education and Experience.

Experience gained at more than one club is acceptable; however, the letter should come from the current head coach for whom you have worked for at least 24 months.



Coaches Certification Application
 For Members of the American Swimming Coaches Association
 1-800-356-2722 • Fax 954-563-9813 • Phone 954-563-4930
 5101 NW 21st Avenue, Suite 200, Fort Lauderdale, FL 33309

To Be Certified:

- ◆ Be an ASCA member (or enclose a membership form).
- ◆ Fill out this form as completely as possible for us to analyze your full credentials.
- ◆ Provide copies of appropriate materials to support achievement criteria (i.e., meet results, OVC's).
- ◆ Send to: Certification ~ ASCA, 5101 NW 21st Avenue, Suite 200, Fort Lauderdale, FL 33309
- ◆ Once this has been reviewed and processed, you will receive your personalized Certificate and Certification Card.

PERSONAL DATA:

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Check the following Level for which you are applying: 1 2 3 3 E&E 4 4 E&E 5

Area for which you are applying: USA Swimming Age Group High School Junior College
 NCAA I NCAA II NCAA III Stroke Coach (Level 3 Only)

EDUCATION:

1. List ALL college degrees (i.e., B.A. History, M.A. Physical Education, etc.)

College Degree: AA BA BS other (please specify) _____

Field of Study _____ School _____ Year _____

Additional Degrees _____ Year _____

List any coaching-related elective courses taken OUTSIDE of a college degree:

Course	School	Credits	QTR or Semester	Year

2. Clinics or ASCA on site certification schools

Clinic / Location	Primary Speaker	No. of Days	Topics

**OFFICE
USE
ONLY**

Academic
Units

Experience

You must document your coaching experience. You receive unit credit for volunteer or paid coaching and for intern, assistant and head coaching. List all positions and how long you were there. In general, you receive 1 unit per year of assistant or intern coaching and 3 units per year of head coaching. You should also list any teaching experience you have had in addition to the above. When in doubt, list it!

Your Experience allows you to use your coaching “Tool Kit” to maximum advantage and is, therefore, vital to the professional.

Note: Neither education nor experience alone will get you Certified. You need to demonstrate a blend of the two. Level 1 requires a minimum 20 units; Level 2 requires 30 units; Level 3 requires 40 units; Level 4 requires 80 units and Level 5 requires 100 units.

Achievement

In order to be Performance-Certified at Levels 3, 4 or 5, you must have coached an athlete who achieved one of the standards listed under each Level on the Application form. You need only ONE of the achievements listed in order to qualify. You need to submit proof of the achievement. (Copies of official results, OVC cards, Swimming World Rankings, etc.) You also need to submit proof that you are the Primary Coach of the Athlete. (If you are the Head Coach of a team and the team is listed on the proof of time, that is sufficient.)

Now, some definitions. You must be the “Primary Coach” of the athlete. The Primary Coach is that person who designs and actively supervises the training of the athlete on a consistent and regular basis. This allows assistant coaches, in certain specific situations, to be the Primary Coach. If you are in this category, we need a letter so stating from your Head Coach. We carefully scrutinize “Primary Coach” applications to protect the integrity of the system, and check all claims by phone calls and personal interviews. Being “Coach of Record” is not enough; you must also qualify as “Primary Coach.” (It is possible to be “Primary Coach” without being “Coach of Record.”)

In general, you must have coached an Age Group athlete for a period of at least six months and a Senior or Collegiate athlete for a period of at least nine consecutive months, prior to claiming that athlete for an achievement. The achievements of your athletes are one measure of the success with which you have used your coaching tool kit.

FINALLY, AS IN ALL CERTIFICATION REQUIREMENTS, WE URGE YOU TO “STATE YOUR CASE” if you think you have an unusual situation that is not fairly represented by the process above.

Achievement Requirements

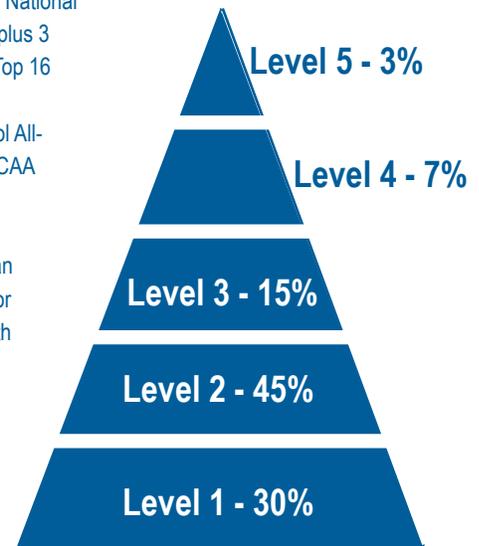
Level 5 (one of) • On USA Swimming International Coaches List • 20 High School All-Americans • 20 Prep School All-Americans • 20 YMCA All-Americans plus 3 National Champions • 20 NAIA All-Americans plus 3 National Champions • 20 NCAA II All-Americans plus 3 National Champions • 20 NCAA III All Americans plus 3 National Champions • 40 Individuals with National Top 16 Age Group Rankings plus 3 National Top 16 number one rankings • 5 NCAA I All-Americans

Level 4 (one of) • Individual Senior USS Qualifier or Individual NCAA I Qualifier • 5 High School All-Americans • 5 Prep School All-Americans • 5 YMCA All-Americans • 5 NAIA All-Americans • 5 NCAA II or III All-Americans • 5 Junior College All-Americans • 20 Individuals with National Top 16 Age Group Rankings

Level 3 (one of) • High School All American • NISCA Criteria *(see below) or Prep All-American • YMCA All-American • Age Group National Top 16 Swimmer • NCAA II or III All-American • Junior College All-American • NAIA All-American • 5 Gold Level Schlueter Stroke Awards • 1 Athlete with ASCA Level 3 standard (http://www.swimmingcoach.org/services/lvl3_standards.htm) • YMCA National Age Group Top Ten

Level 2 • Requires 12 Months Coaching Experience plus the Level 1 and Level 2 Stroke School Coursework

Level 1 • Requires a Minimum of 6 Months Coaching Experience plus the Level 1 Foundations of Coaching Coursework.



American Swimming Coaching Population

75% of the population are within Level 1 and Level 2 Categories.

Levels 3, 4 & 5 performance require Education, Experience and Achievement

****The special NISCA Level 3 Certification Criteria includes:**
 • Meet all requirements for Level 2. • Ten years experience as a high school coach. • Earned a degree from a four-year institution. • Demonstrated at least five years service to the community through leadership in a community Learn-To-Swim or other aquatic program.
 • Have membership in local, state and national swim coaches associations.

YOU MUST BE THE PRIMARY COACH OF AN ATHLETE WITH ONE OF THESE CRITERIA TO QUALIFY FOR LEVELS 3, 4, AND 5

What Do I Get Once I Am Certified?

You begin the process with your certification application. We analyze that application, tell you what schools you are required to take, if any, and process your application. Once your application and schools are complete, we send you a certificate and a new card with your personal Certification Number. This is valid as long as you are a member of ASCA. You need never apply again for Certification. As you have new educational, experience and achievements to record, you complete the update form and send it to us. We will update your file and send you a new card with your new level or type of coaching.

You will receive a wall certificate suitable for framing. You will also be eligible for the Job Service program to keep in touch with the Job Market and the Position Evaluation process, which allows you to analyze and upgrade your position in the Job Market.

We urge you to constantly update your professional record in your Certification file. It is a great way to document your progress in the profession and it is very useful when it comes time to apply for a new position.

Fees and Related Matters

You pay no fee to be Certified. You do pay for the Education Schools if they are required in your individual case. You do pay for upgrading, new cards, etc., at a minimal level to cover costs.

Continuing Education Required

You must continue to be involved in professional education to maintain your Certification Level. The requirement is a total of 50 units earned in every three-year period. With this in mind, be consistent in updating your files. Failure to remain active in professional education may result in a loss of Certification Level according to a predetermined formula.

What Is The Process Of Upgrading/Updating?

One of the things that you will want to do on a regular basis is update by adding your continuing education and experiences. Hopefully, you will also be UPGRADING from Level to Level as you progress in your career. Making these events happen is **YOUR RESPONSIBILITY**. You can request an upgrade/update form by calling us at 1-800-356-2722. Complete that form and mail it to us to complete the process. When you attend a clinic and take a test, follow the same process.

“The ASCA Certification Program has a certain amount of flexibility built into it.

If you feel that this form does not effectively represent a certain part of your

Coaching Credentials, we invite you to send an accompanying letter and ‘state your case.’

We’re happy to work with you for an accurate representation of your professional development.”

- John Leonard, Executive Director, ASCA

ASCA Coaches Certification In Cooperation With:

- COLLEGE SWIM COACHES ASSOCIATION • NISCA • YMCA
- UNITED STATES SWIMMING • MASTERS COACHES ASSOCIATION
- WORLD SWIMMING COACHES ASSOCIATION

For additional information on MASTERS CERTIFICATION, including application, contact the American Swimming Coaches Association:

954-563-4930 • 1-800-356-2722



Prospective Club Membership Booklet

Requirement Checklist for First-Year Club Membership

This checklist is designed to verify that all requirements for new club membership have been met. Please complete the **CLUB** column below and forward this list with all of the required application materials to the LSC Registration Chair. The LSC Registration Chair will complete the **LSC** column and forward the application to USA Swimming. **Do not send incomplete forms!!**

Club Name _____ Club Code _____
 Club Rep Applying for Membership _____ LSC _____
 Day Phone _____ Email _____
 Club's Federal Tax ID Number _____ Date of Appl _____

NEW CLUB REQUIREMENT	CLUB	LSC	NATL HQ
Club Items:			
1. LSC Application Form			
2. Demographic Questions Form			
3. Team Mission Statement			
4. First-Year Budget or Business Plan			
5. Safety Action Plan for all facilities			
6. Facility Use Confirmation Form (for all facilities)			
7. Club Registration Fee			NA
Club Leadership & Business Management School: <small>(to be completed within 12 months of application approval by national office)</small>	Date Completed:		
Head Coach Items:			
1. Head Coach's Name:	DOB:		
2. Required Safety Certifications <small>(attach documentation for all three certifications)</small>			
3. Coach Ed. Requirement: Foundations of Coaching <small>(Online test on USA Swimming website: www.usaswimming.org)</small>			
4. ASCA Level 2 Stroke School*			
5. ASCA Level 3 Physiology School*			

* A minimum of three years of USA-S coaching experience *may* waive the ASCA Level 2 and/or ASCA Level 3 educational requirement. Please list the LSC and years coached below. Final determination is by the Director of the Club Development Division of USA Swimming.

Year _____ LSC _____
 Year _____ LSC _____
 Year _____ LSC _____

Official Use Only: Initial & date when complete.

LSC Official _____ Date _____
 NHQ Official _____ Date _____



**USA SWIMMING
COACHES SAFETY CURRICULUM
2007 - 2008 Requirements and Equivalents**

Effective since 1988, all coach members are required to fulfill safety training requirements as established by the USA Swimming Board of Directors. USA Swimming currently requires coach members to hold current certifications for the following: Safety Training for Swim Coaches, CPR, and First Aid.

ARC/USOC Sport Safety Training is recommended by USA Swimming because of its coaching specific content and materials. This course includes Adult CPR, fulfilling both the first aid and CPR requirements.

CARDIOPULMONARY RESUSCITATION (CPR)

Any one of the following courses will satisfy the CPR requirement;

American Red Cross:

(All American Red Cross CPR certifications are valid for one year)

- Adult CPR (4 hours)
- Adult CPR/AED
- Adult, Child and Infant CPR (6.5 hours)
- CPR/AED - Adult, Child and Infant
- CPR for the Professional Rescuer (9 hours)
- CPR/AED for the Professional Rescuer

Not acceptable: ARC instructor certification, Workplace CPR, WSI. Certifications from foreign Red Cross chapters are not acceptable.

American Heart Association:

(All American Heart Association CPR certifications are valid for two years)

- ACLS Provider (8-16 hours)
- Healthcare Provider (6-8 hours)
- Any AHA Basic Life Support Instructor or Instructor Trainee for the courses listed above

Not acceptable: AHA Heartsaver CPR or Heartsaver AED

American Lifeguard Association:

- CPR-PR
- Community CPR

American Safety & Health Institute (ASHI):

- CPR Pro
- CPR/AED for the Community and Workplace (two year certification)

National Safety Council:

(National Safety Council CPR certifications are valid for one or two years, depending on the training agency.)

- Adult CPR & AED
- Standard First Aid, CPR & AED (Includes First Aid component)

Ellis & Associates:

- Water Safety+ (4 hours; includes First Aid component)
- National Pool & Waterpark Lifeguard Training (one year certification; includes First Aid component)
- National Pool & Waterpark Lifeguard Training 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 certification)
- California State Lifeguard
- Medic First Aid (includes First Aid component)
- (Coach must also submit a scored written test signed by the instructor)**
- EMS Safety Services CPR
- EMT (Emergency Medical Technician) Basic (includes First Aid component)
- Paramedic
- Save-A-Life Educators CPR
- StarGuard
- Tacoma Fire Department First Aid & CPR (includes First Aid component)
- University Training Centers, Inc. - Healthcare Provider BLS(C)

FIRST AID

Any one of the following courses will satisfy the first aid requirement:**American Red Cross:**

(All American Red Cross first aid certifications are valid for three years)
 (When the course includes a CPR component, a separate CPR card will be issued)
 (No ARC Instructor certifications are acceptable)

- ARC/USOC Sport Safety Training (7 hours; includes CPR component)
- Sports Injury Prevention and First Aid (7 hours; includes CPR component)
- Community First Aid & Safety (9 hours; includes CPR component)
- First Aid - Responding to Emergencies (23 hours; includes CPR component)
- First Aid Basics
- Emergency Response (43 hours; includes CPR component)
- Lifeguard Training (40 hours; includes CPR component)
- Standard First Aid/CPR/AED (includes CPR component)

Not acceptable: ARC instructor certification, Workplace First Aid, WSI. Certifications from foreign Red Cross chapters are not acceptable.

National Safety Council:

(National Safety Council first aid certifications are valid for 2-3 years, depending on the training agency)

- First Aid
- Standard First Aid, CPR & AED (includes CPR component)

Ellis & Associates:

- Water Safety+ (4 hours; includes CPR component)
- National Pool & Waterpark Lifeguard Training (one year certification; includes CPR component)
- National Pool & Waterpark Lifeguard Training 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
- American Lifeguard Association First Aid
- ASHI (American Safety & Health Institute) Basic First Aid (4 hours)
- California State Lifeguard
- Medic First Aid (includes CPR component)

(Coach must also submit a scored written test signed by the instructor)

- EMS Safety Services First Aid
- EMT (Emergency Medical Technician) Basic (includes CPR component)
- Paramedic
- Save-A-Life Educators First Aid
- StarGuard
- Tacoma Fire Department First Aid & CPR (includes CPR component)
- University Training Centers, Inc. - Standard First Aid
- Life Education of Florida - First Aid for All Ages: A Common Sense Approach

Not acceptable: American Heart Association Heartsaver First Aid

SAFETY TRAINING FOR SWIM COACHES (STSC)**Any one of the following courses will satisfy the STSC requirement:****American Red Cross:**

(All American Red Cross STSC certifications are valid for three years)
 (No ARC Instructor certifications are acceptable)

- Safety Training for Swim Coaches (8 hours)
- Safety Training for Swim Coaches Review Course (4 hours)
- Lifeguarding (31 hours; includes CPR & first aid components)
- Lifeguarding/Waterfront (37 hours; includes CPR & first aid components)
- Lifeguarding/Waterpark (33 hours; includes CPR & first aid components)

Not acceptable: ARC Sport Safety Training, WSI.

American Lifeguard Association

- Lifeguarding (includes CPR-PR & First Aid)
 (Three options: First Time Lifeguard, Professional Lifeguard Challenge, Lifeguard Recertification)

Ellis & Associates:

- National Pool & Waterpark Lifeguard Training (one year certification; includes CPR & first aid components)
- National Pool & Waterpark Lifeguard Training Instructor License (12-18 month certification)

YMCA Lifeguarding**StarGuard**

Revised July 2007

FINA

FEDERATION
INTERNATIONALE
DE NATATION



FOUNDED IN 1908

CONSTITUTION AND RULES

SWIMMING
OPEN WATER SWIMMING
DIVING
WATER POLO
SYNCHRONISED SWIMMING
MASTERS
FACILITIES
MEDICAL
and
DOPING CONTROL

DOPING

DOPING

**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:

DC 2.1 The presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in a *Competitor's* bodily *Specimen*.

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.

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.

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.

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

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.

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

DOPING

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*

DOPING

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* or other body designated by their *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.

2007 USA Swimming *Rules and Regulations*

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R

304.1**ARTICLE 304
CODE OF CONDUCT**

304.1 The mission of USA Swimming is to encourage participation and the pursuit of excellence in all aspects of swimming. USA Swimming grants the privilege of membership to individuals and organizations committed to that mission. The privilege of membership may, therefore, be withdrawn or denied by USA Swimming at any time where USA Swimming determines that a member or prospective member's conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

In order to assist all members to better serve the interests of those who participate in swimming, USA Swimming has adopted this Code of Conduct.

304.2 Any member or prospective member of USA Swimming may be denied membership, censured, placed on probation, suspended for a definite or indefinite period of time with or without terms of probation, fined or expelled from USA Swimming if such member violates the provisions of the USA Swimming Code of Conduct, set forth in 304.3, or aids, abets or encourages another person to violate any of the provisions of the USA Swimming Code of Conduct.

304.3 The following shall be considered violations of the USA Swimming Code of Conduct:

- .1 Violation of the right to compete provisions set forth in 301.1 through 301.4.
- .2 Violation of the anti-doping provisions set forth in 303.3 or 303.4.
- .3 Discrimination in violation of Part Five of the USA Swimming Corporate Bylaws or any other section of the USA Swimming Rules and Regulations, or in violation of Section 201(b)(6) of the Amateur Sports Act which requires that USA Swimming must provide: "an equal opportunity to amateur athletes; coaches, trainers, managers, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, gender, or national origin";
- .4 Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present, or the existence of any pending charges, for (i) any felony, (ii) any offense involving use, possession, distribution or intent to distribute illegal drugs or substances, or (iii) any crime involving sexual misconduct;
- .5 Any sexual contact or advance or other inappropriate sexually oriented behavior or action directed towards an athlete by a coach, official, trainer, or other person who, in the context of swimming, is in a position of authority over that athlete;
- .6 The sale or distribution of illegal drugs or the illegal sale or distribution of any substance listed on FINA's recognized list of banned substances;
- .7 The use of illegal drugs in the presence of an athlete, by a coach, official, trainer of, or a person who, in the context of swimming, is in a position of authority over, that athlete;
- .8 The providing of alcohol to an athlete by a coach, official, trainer, manager or any other person where the athlete is under the legal age allowed to consume or purchase alcohol in the state where the alcohol is provided;
- .9 The abuse of alcohol in the presence of an athlete under the age of 18, by a coach, official, trainer of, or a person who, in the context of swimming, is in a position of authority over that athlete;

304.3

- .10 Physical abuse of an athlete by any person who, in the context of swimming, is in a position of authority over that athlete;
- .11 Any act of fraud, deception or dishonesty in connection with any USA Swimming-related activity.
- .12 Any non-consensual physical contact, obscene language or gesture, or other threatening language or conduct directed towards any meet official and which is related to any decision made by such official in connection with a USA Swimming-sanctioned competition;
- .13 Action, other than through general advertising, by a coach, owner, officer, volunteer, representative, or employee of a swim club, or a USA Swimming or LSC employee, either through direct contact with an athlete or the encouragement of others, to recruit or otherwise encourage an athlete who is already a member of a USA Swimming member swim club to compete for or become a member of the swim club with which the acting party is affiliated, unless the acting party receives prior written approval to recruit or encourage the athlete from the coach of the athlete's existing USA Swimming-member swim club or contact is initiated by the athlete, the athlete's parent or authorized representative. General advertising includes any information that is:
 - A Distributed to an identifiable general population where there is a reasonable expectation that the majority of that population are not current members of USA Swimming, or
 - B Placed in or on any item that is sold.
- .14 Violation of any team misconduct rule as established by the USOC, USA Swimming, any Zone or LSC team authority;
- .15 Any other act, conduct or omission not provided for in 304.3.1 through 304.3.11 above, which is detrimental to the image or reputation of USA Swimming, a LSC or the sport of swimming.

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2007

**UNITED STATES MASTERS SWIMMING
CODE OF REGULATIONS
AND
RULES OF COMPETITION**

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Cover: "Throw a lucky man into the sea, and he will come up with a fish in his mouth." – Arabian Proverb

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PART 4: PARTICIPATION, CONDUCT, HEARINGS AND APPEALS

ARTICLE 401: PARTICIPATION

401.1. PROTECTION

USMS and its LMSCs shall respect and protect the opportunity of every eligible individual to participate in USMS administrative activities and sanctioned or recognized events.

401.2. PARTICIPATION

No member of USMS nor any organization associated with USMS may deny or threaten to deny any eligible individual the opportunity to participate in USMS administrative activities and sanctioned or recognized events without just cause. It is not a violation of this article to restrict an individual's eligibility based on one or more of the following:

401.2.1—The individual's age

401.2.2—Membership in the organization that is conducting the event

401.2.3—Qualifying times.

Any member or eligible individual who alleges that the opportunity to participate has been denied or is about to be denied by an individual or organization associated with USMS shall follow the procedures set forth in article 102.16.2 or article 403, as applicable, to seek redress for the alleged violation of opportunity.

ARTICLE 402: CONDUCT OF MEMBERS

402.1. STANDARDS OF CONDUCT

The mission of USMS is to promote fitness and health in adults by offering and supporting Masters swimming programs. The opportunity to participate in Masters swimming is made possible by USMS. Members accept that this opportunity to participate is a privilege and as such shall conduct themselves with integrity and in a sporting manner. In matters relating to Masters swimming, members shall respect and protect the privileges of others who share this mission; therefore, the privileges of membership and participation may be withdrawn or denied if the conduct of a member or prospective member is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

402.2. COMPLIANCE WITH RULES AND REGULATIONS

It shall be the responsibility of all members to comply with the rules and regulations of USMS and the applicable rules, constitution and bureau decisions of FINA.

402.3. ENFORCEMENT

Any prospective member may be denied membership, and any member may be denied

membership, censured, placed on probation, suspended, fined or expelled from USMS if such member engages in any unsporting conduct listed in article 402.4.

402.4. UNSPORTING CONDUCT

The following shall be considered unsporting conduct as it relates to Part 4:

402.4.1—Violation of the opportunity to participate, as set forth in article 401.

402.4.2—Discrimination in violation of article 501.3.

402.4.3—Any act of fraud, deception or dishonesty in connection with any USMS related activity.

402.4.4—Any nonconsensual physical contact, obscene language or gesture, or other threatening language or conduct directed toward meet personnel, in connection with a USMS event.

402.4.5—Any act, conduct or omission that is detrimental to the image or reputation of USMS, an LMSC or the sport of swimming.

402.4.6—Aiding or abetting another to engage in any of the foregoing violations.