

City of Pompano Beach

SERVICE INSTRUCTOR'S LICENSE AGREEMENT

No. 13043

with

Crockett Foundation Inc.

INDEX OF EXHIBITS

- Exhibit 1 Solicitation RFP25-063 & LICENSEE's Response
- Exhibit 2 Recordkeeping Procedures for Instructor Agreement
- Exhibit 3 CITY's Youth Programs Background Screening Policy
- Exhibit 4 Insurance Requirements

SERVICE INSTRUCTOR'S LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into on _____, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

Crockett Foundation Inc., Florida not for profit corporation (hereinafter "LICENSEE") teaching Education E-Sports Tournaments and Technology-Focused Coding Program.

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide the Program at the Property is in the best interest of the public; and

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, CITY and LICENSEE agree as follows.

ARTICLE 1

The above WHEREAS clauses are incorporated into, and made part of, this Agreement.

ARTICLE 2 REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to LICENSEE which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Director.

B. **Representations of LICENSEE.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations (as applicable) or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

2. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

3. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

4. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

5. The CITY shall be entitled to rely upon the technical and leadership skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

6. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 3 NON-ASSIGNABILITY AND SUBCONTRACTING

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

ARTICLE 4 TERM AND RENEWAL

This Agreement shall be for a one (1) year term commencing upon execution by both parties. In the event CITY determines LICENSEE to be in full compliance with this Agreement and LICENSEE's performance thereunder to be satisfactory, then CITY, shall have the option to renew this Agreement for four (4) additional one-year terms.

ARTICLE 5 COMPENSATION AND ACCOUNTING

A. CITY will pay LICENSEE a monthly flat fee of six thousand two hundred fifty dollars (\$6,250.00) for the services described in Exhibit "1." Total compensation under this Agreement shall not exceed seventy-five thousand dollars (\$75,00.00). Payment is due no later than the fifteenth (15th) day of the month following the month in which services are performed.

B. LICENSEE shall make available at reasonable time for CITY's examination all memberships, rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

ARTICLE 6 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit "4" and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager, which approval shall not be unreasonably withheld.

ARTICLE 7 RESPONSIBILITIES OF LICENSEE

Licensee shall provide end-to-end management and delivery of an educational youth coding program (using interactive, game-based learning platforms to teach foundational programming concepts) and youth esports programming, including structured practices and the planning and operation of youth-focused esports tournaments, primarily at the City's Tech Rec Center, and as further described in Exhibit "1."

1. LICENSEE shall immediately inform the CITY's Recreation Director of any repairs or maintenance necessary to keep the Property in good and safe condition.

2. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, ordinances and regulations as may now exist or as may hereafter be adopted, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity. Specifically, LICENSEE shall comply with Florida Statutes §501.143 (Dance Studio) and §501.0125 (Health Studio), where applicable. Additionally, LICENSEE shall at all times comply with CITY Code §98.06 (Unattended Children) and the Americans with Disabilities Act (ADA).

LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Director upon request.

3. LICENSEE shall give the CITY prompt written notice of any accidents occurring at the Property in which damage to property or injury to a person occurs.

ARTICLE 8 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with the use of the Property for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of the Property due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

C. CITY, at CITY's sole expense, shall be responsible to promptly conduct the background checks on LICENSEE and/or its representatives or agents providing services under this Agreement.

ARTICLE 9 PUBLIC RECORDS PROCEDURES

A. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the CITY.

4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

B. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

954-786-4611

RecordsCustodian@copbfl.com

**ARTICLE 10
BACKGROUND CHECK PROCEDURES**

LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit 3, hereby referenced and attached hereto. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

**ARTICLE 11
CITY'S RIGHT TO AUTHORIZE USE OF THE PROPERTY**

The CITY, through its Recreation Director, reserves the right to authorize use of the Property for special group functions upon reasonable written notice to LICENSEE.

**ARTICLE 12
LICENSEE'S INDEMNIFICATION OF CITY**

A. LICENSEE shall at all times indemnify, defend, save and hold harmless the CITY its officials, its authorized agents, and its employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly, through LICENSEE's use of facilities under this Agreement, or in connection with this Agreement, and including LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property, stock or inventory of LICENSEE placed at the Property and that LICENSEE is solely responsible for insuring same against damage or loss of any nature or kind. LICENSEE further agrees that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence on the Property.

C. The parties agree that the value of services provided by CITY under this contract and the benefits received by LICENSEE under same shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE. The parties agree that one percent (1%) of the total revenue received by LICENSEE from the use of the premises shall constitute specific consideration to LICENSEE for the indemnification to be provided under the Agreement.

ARTICLE 13 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 4, hereby referenced and attached hereto. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

ARTICLE 14 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor for all purposes and not in any manner a CITY employee. As such, neither LICENSEE nor any of its agents performing services under this Agreement shall be subject to any withholding for tax, social security or other purposes by CITY nor entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or the like from the CITY.

ARTICLE 15 DEFAULT AND DISPUTE RESOLUTION

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 15 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 15 herein.

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 15 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

ARTICLE 16 TERMINATION

Both CITY and LICENSEE may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advances written notice to the other in accordance with Article 15 herein. However, CITY may provide LICENSEE verbal notice of termination if, in CITY's sole discretion, termination is necessary to protect the public health, safety or welfare although CITY shall promptly confirm said verbal notice in writing.

In the event of termination without cause, LICENSEE shall be compensated for services prior to the effective date of such termination. In the event LICENSEE abandons this Agreement or otherwise causes it to be terminated by CITY, LICENSEE shall indemnify the CITY against any loss pertaining to this termination. In the event that LICENSEE is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, said termination shall be deemed a termination for convenience.

ARTICLE 17 EQUAL OPPORTUNITY EMPLOYMENT

LICENSEE agrees not to discriminate against any of its or the CITY's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

ARTICLE 18 PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 19
NOTICES AND DEMANDS**

A. During the term of this Agreement, the CITY's Parks and Recreation Department's Recreation Director or their authorized written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement. LICENSEE's Contract Administrator shall be provided by LICENSEE upon commencement of services (or their authorized written designee) as further identified below.

B. Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Director
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
scott.moore@copbfl.com
(954) 786-4148 office
(954) 86-4113 fax

For LICENSEE:

Crockett Foundation Inc.
5101 NW 21st Ave #530
Fort Lauderdale, FL 33309
marellano@crockettfoundation.org
754-666-3928

**ARTICLE 20
GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL**

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

By entering into this agreement, the parties expressly waive any rights either party may have to a trial by jury of any civil litigation related to this agreement.

**ARTICLE 21
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 22
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE 23
FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

Licensee must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

ARTICLE 24 WAIVER AND MODIFICATION

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 25 RELATIONSHIP BETWEEN THE PARTIES

LICENSEE is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of LICENSEE's time and skill as does not interfere with LICENSEE's obligations hereunder.

ARTICLE 26 MISCELLANEOUS TERMS AND CONDITIONS

A. LICENSEE shall utilize the Property exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the Property to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

B. LICENSEE, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.

C. The agents and representatives of CITY shall have the right to enter in and/or make inspections of the designated premises at any time for the purpose of securing compliance with the terms and conditions of this Agreement.

C. LICENSEE shall not, at any time, promote any privately-owned business or studio without first receiving the express written consent of the CITY as to the method of its promotion. LICENSEE's failure to abide by this condition shall result in the immediate termination of this Agreement and LICENSEE being required to return or refund any portion of any compensation paid hereunder.

D. LICENSEE shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. LICENSEE shall not make any statements or take any actions detrimental to this effort.

ARTICLE 27 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 28 APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

ARTICLE 29 ABSENCE OF CONFLICTS OF INTEREST

LICENSEE represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. LICENSEE further represents no person having any interest shall be employed or engaged by it for said performance.

ARTICLE 30 BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 31
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

**ARTICLE 32
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the services set forth in Exhibit 1.

**ARTICLE 33
EMPLOYMENT ELIGIBILITY**

By entering into this Contract, the LICENSEE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the LICENSEE, the LICENSEE may not be awarded a public contract for a period of 1 year after the date of termination.

**ARTICLE 34
SCRUTINIZED COMPANIES**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Licensee certifies that Licensee is not participating in a boycott of Israel. Licensee further certifies that Licensee is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Licensee been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

ii. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Licensee has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Licensee of the City's determination concerning the false certification. Licensee shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Licensee shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Licensee does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 35 AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

ARTICLE 36 AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ARTICLE 37 ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

ARTICLE 38 ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of the CITY hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the CITY Commission.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

"LICENSEE"

Witnesses:

Crockett Foundation Inc.

[Signature]

By: [Signature]
Henri Crockett, President

Matias Arellano
Print Name

[Signature]

Courtney Kamboke
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16 day of January, 2026, by Henri Crockett as President of Crockett Foundation Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced Drivers License as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Alex Ruiz
Commission # HH 386797
Commission Expires 04-16-2027
(Name of Notary Public) Alex Ruiz (Typed or Stamped)
Banded Through - Cynanotary
Florida - Notary Public
HH 386797
Commission Number



RFP25-063

**Crockett Foundation Inc
Supplier Response**

Event Information

Number: RFP25-063
Title: Educational Esports Tournaments and Technology-focused Coding Program
Type: Request for Proposals
Issue Date: 7/23/2025
Deadline: 8/26/2025 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") is interested in receiving proposals from qualified esports platform providers for Educational Esports Tournaments and Technology-focused Coding Program.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 — Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Contact Information

Contact: Jeffrey English
Address: Procurement and Contracts
1190 NE 3 Avenue
Building C
Pompano Beach, FL 33060
Email: jeffrey.english@copbfl.com

Crockett Foundation Inc Information

Contact: Henri Crockett
Address: 5101 NW 21st Ave
530
Fort Lauderdale, FL 33024
Phone: (954) 200-1924
Email: Henri@crockettfoundation.org

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Matias Arellano

Signature

marellano@crockettfoundation.org

Email

Submitted at 8/26/2025 08:52:20 AM (ET)

Requested Attachments

Proposal COPB Tech Center Proposal.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Local Business Program Forms Local Business Program Forms.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

Qualification of Bidders Form Qualifications Of Bidders Form.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

Project Team Form Project Team Form.pdf

Project Team Form.pdf (42 KB) This form must be completed and included with your proposal that must be uploaded to the Response Attachments tab.

Bid Attributes

| | |
|----------|--|
| 1 | <p>Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)</p> <p>Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.</p> <p><input checked="" type="checkbox"/> Certified</p> |
|----------|--|

2 Extension of prices, terms and conditions to other governmental entities

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.

3 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.
PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
 - (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
 - (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
 - (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

4 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

5 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree

6 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes



Florida's Warmest Welcome

Procurement & Contracts Department

Mary Rivero, Director

mary.rivero@copbfl.com

RFP #: RFP25-063 Tentative City Commission Meeting Date*: TBD

RFP Title: Educational Esports Tournaments and Technology-Focused Coding Program # Notified: 686 # Downloaded: 16

of Responses Rec'd: 3 # of "No Bids": 0

For: Parks and Recreation RFP Opening Date: 08/26/2025
(Department)

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the eBid System, IonWave, and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the RFP, etc., is in effect until the City Commission approves it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received three (3) proposals for RFP25-063. On 09/25/2025, in a public meeting, the Evaluation Committee (Committee) accepted Procurement's recommendation to deem the proposal from Riley Technology Solutions non-responsive for failure to comply with Section 6 of the RFP. The Committee approved a motion to delay scoring until presentations were heard from the two (2) responsive and responsible proposers.

On 10/01/2025, the committee evaluated presentations for RFP25-063, with the following results:

| Proposer | Score | Ranking |
|---------------------------|-------|----------------------------------|
| Crockett Foundation, Inc. | 6 | Tied, as the Highest-Ranked Firm |
| Sport Contender X, LLC. | 6 | Tied, as the Highest-Ranked Firm |

The Evaluation Committee determined that both proposers were equally qualified and assigned each the highest ranking. Pursuant to Section 7.4 of the Request for Proposals, the prescribed tie-breaking procedure was implemented. As a result of this process, the Crockett Foundation, Inc. was declared the successful proposer, having prevailed in the final coin toss by a margin of two out of three times. Accordingly, the Evaluation Committee adopted a motion authorizing the initiation of contract negotiations with the highest-ranked proposer, the Crockett Foundation, Inc.

By: Jeffrey English Date: 10/2/2025
Purchasing Agent

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____



A Proposal Prepared for





5101 NW 21 Ave, Suite 530, Ft Lauderdale, FL 33309 754.666.3928

DIGITAL EXPLORERS

Bridging the Digital Divide,
One Child at a Time

*A proposal prepared for the City of Pompano Beach
RFP 25-063: Educational Esports Tournaments & Technologically-based Coding Program*

Prepared by Dr Matt Arellano, Chief Operating Officer, marellano@crockettfoundation.org

August 26, 2025



Table of Contents

| | |
|---------------------------------|-----|
| Letter of Interest | 1 |
| References | 2-4 |
| Organizational Experience | 5 |
| Personnel | 6-7 |
| Organizational Chart | 7 |
| Conflicts of Interest | 7 |
| Litigation Letter | 8 |
| Program Plan | 9 |
| Timeline | 10 |
| Budget Narrative | 10 |
| Team Qualifications | 11 |
| Background Check | 11 |



Since 2002, the Crockett Foundation has positively impacted thousands of children’s lives across South Florida with robust after-school and summer youth programs centered on exposure, experience, and expression. With an emphasis on youth leadership and digital literacy, the Foundation equips young people to overcome academic and social challenges, build confidence, and develop the skills needed to thrive in the 21st century. Beyond the classroom, the Crockett Foundation hosts annual community events that provide thousands of families with critical health and wellness resources, fostering resiliency and stronger connections across neighborhoods. With the generous support of donors and community partners, the organization continues to inspire the next generation of learners and leaders.

August 25, 2025

Mr. Jeffrey English
Procurement & Contracts
City of Pompano Beach
1190 NE 3 Avenue, Building C
Pompano Beach, FL 33060

RE: Letter of Interest – Educational Esports & Coding Program at the Tech Center

Dear Mr. English,

On behalf of the Crockett Foundation, I am pleased to submit this Letter of Interest expressing our commitment to deliver innovative, engaging, and equitable youth programming through the launch of an educational esports class and tournament, alongside a coding skills program, at the Tech Center, located at Mitchell Moore Park.

We fully understand the purpose and scope of this solicitation and are excited to support its goals by creating an accessible platform that fosters digital literacy, teamwork, critical thinking, and career readiness for local youth. Our esports curriculum will promote not just gameplay, but also leadership, strategy, and responsible digital citizenship. The companion coding program will equip participants with foundational programming knowledge and pathways to advanced STEM opportunities.

We are committed to providing the services described, including program design, instruction, equipment setup, community outreach, and tournament management. Our team brings experience in educational technology, youth engagement, and public-private partnerships that ensure program success and sustainability. The following individuals are authorized to make representations on behalf of our organization:

- Dr. Matias Arellano, Chief Operating Officer
marellano@crockettfoundation.org
786.877.7462
- Mrs. Courtney Kambobe, Senior Director
ckambobe@crockettfoundation.org
954.770.6648

Federal Tax Identification Number (EIN): 20-2689974

We welcome the opportunity to contribute to the vibrant growth of community-based technology education and to inspire the next generation of digital innovators.

Thank you for your consideration.

Sincerely,



Henri Crockett
CEO/ President

REFERENCES

Project Name: Digital Explorers

Location: Pompano Beach Middle School – Pompano Beach, FL

Project Description (Physical Scope):

The Digital Explorers program is a semester-based initiative launched to introduce middle school students (grades 6–8) to emerging technology fields, including coding, digital media production, robotics, and esports. The program serves approximately 150 students annually within a designated tech lab on the school campus, outfitted with 30 student workstations, robotics kits, and gaming software.

Financial Scope:

- Total Program Budget: \$260,000 annually
- Funding Sources: Private foundation grant, school district support, and Community Development Block Grant
- Contract Terms: Renewable annual service contract with Broward County Public Schools (BCPS)

Proposer's Role and Responsibilities:

Our team led the full design, development, and delivery of the Digital Explorers program. Responsibilities included:

- Curriculum development tailored to state education standards and STEM career exposure
- Recruitment and training of certified instructors with tech-industry experience
- Coordination with school leadership to integrate the program within elective class offerings
- Procurement and setup of lab equipment and digital tools
- Ongoing program evaluation and reporting to school and district stakeholders

Additionally, we organized student showcases and esports exhibitions to engage parents and the community, aligning with broader goals of digital inclusion and early career readiness.

Contact for Verification: Ms. Lisa Livingston, Principal
lisa.livingston@browardschools.com
(754) 322-4200

REFERENCES

Project Name: Youth FORCE

Location: Pompano Beach Middle School – Pompano Beach, FL

Project Description (Physical Scope):

The Youth FORCE program is an afterschool initiative launched that operates five days per week from 4:00 PM to 6:00 PM. Students participate in structured academic enrichment, guided homework help, social-emotional learning (SEL) activities, and other positive youth development activities. This program operates year-round, including a summer camp session where students

Financial Scope:

- Total Program Budget: \$500,000 annually
- Funding Sources: Children’s Services Council (CSC)
- Contract Terms: Renewable annual service contract with Broward County Public Schools (BCPS) and CSC

Proposer's Role and Responsibilities:

Our organization is the lead program operator and curriculum provider. Responsibilities include:

- Development and implementation of daily lesson plans focused on academic recovery, literacy, and SEL themes (resilience, communication, goal-setting, conflict resolution)
- Staff recruitment and training (educators, behavioral specialists, and volunteer mentors)
- Coordination with school counselors and families to support student learning plans
- Case management and reporting on student progress, attendance, and program outcomes
- Delivery of quarterly family engagement nights and mental wellness workshops

Contact for Verification: Ms. Lisa Livingston, Principal
lisa.livingston@browardschools.com
(754) 322-4200

REFERENCES

Project Name: Youth FORCE

Location: Margate Middle School – Pompano Beach, FL

Project Description (Physical Scope):

The Youth FORCE program is an afterschool initiative launched that operates five days per week from 4:00 PM to 6:00 PM. Students participate in structured academic enrichment, guided homework help, social-emotional learning (SEL) activities, and other positive youth development activities. This program operates year-round, including a summer camp session where students

Financial Scope:

- Total Program Budget: \$500,000 annually
- Funding Sources: Children’s Services Council (CSC)
- Contract Terms: Renewable annual service contract with Broward County Public Schools (BCPS) and CSC

Proposer's Role and Responsibilities:

Our organization is the lead program operator and curriculum provider. Responsibilities include:

- Development and implementation of daily lesson plans focused on academic recovery, literacy, and SEL themes (resilience, communication, goal-setting, conflict resolution)
- Staff recruitment and training (educators, behavioral specialists, and volunteer mentors)
- Coordination with school counselors and families to support student learning plans
- Case management and reporting on student progress, attendance, and program outcomes
- Delivery of quarterly family engagement nights and mental wellness workshops

Contact for Verification: Ms. Sabine Phillips, Principal
sabine.livingston@browardschools.com
(754) 322-3800

ORGANIZATIONAL EXPERIENCE

The Crockett Foundation brings over 20 years of experience designing and managing high-impact youth programs that blend positive youth development (YD) principles with hands-on STEM education. We have implemented a range of contracts and partnerships across public schools, serving diverse youth populations in both afterschool and summer settings.

One example of this experience is our Digital Explorers Summer Camp, a four-week summer enrichment program operated annually since 2019. Hosted in partnership with Nova Southeastern University's Alvin Sherman Library, the program serves approximately 50 middle school students (ages 11–14) and focuses on project-based learning in coding, robotics, and digital storytelling. Our responsibilities have included curriculum development, staffing, training, on-site program management, and student assessment. A key challenge in this project was ensuring equitable access to devices and internet, especially for students from low-income households. We responded by creating a device loaner system and integrating both offline and online learning tools to ensure full participation. Another challenge was maintaining engagement across varying tech skill levels, which we addressed by scaffolding lessons and offering differentiated support. As a result, 95% of students completed a working group project such as a website, video game prototype, or robotic build. Pre- and post-program surveys revealed increased student interest in STEM careers and a strong sense of accomplishment. Average daily attendance exceeded 90%, and parent feedback indicated high satisfaction. This program was led by Mrs. Courtney Kambobe, our Senior Director, alongside Tangy Frederick, our Program Manager, and Alex Rodriguez, our MultiMedia Specialist.

The Crockett Foundation also delivers comprehensive, year-round STEM education and positive youth development programming across multiple school sites, including Margate Middle School and Pompano Beach Middle School. These programs operate both during the school day as part of elective or enrichment courses and after school through extended learning opportunities. This model allows us to provide continuous exposure to STEM learning while also supporting academic achievement, social-emotional growth, and career readiness for students in grades 6–8.

At these schools, our team collaborates directly with administrators and faculty to align our curriculum with academic goals while keeping content hands-on, culturally relevant, and engaging. During the school day, we facilitate semester-long courses focused on coding, robotics, digital design, and game development. In the afterschool setting, we expand on those foundations with project-based learning experiences, including student-led tech projects, esports tournaments, and digital storytelling. Students also participate in leadership circles and social-emotional learning workshops, helping them build confidence, communication skills, and teamwork.

One example of this work is at Pompano Beach Middle School, where we have delivered the Digital Explorers program to more than 150 students each year. Students engage in both structured STEM modules and guided exploration, using tools like Scratch, Canva, and robotics kits. At Margate Middle School, our afterschool STEM sessions complement school-day learning by offering enrichment activities and real-world applications of technology, such as creating podcasts, designing websites, and participating in STEM challenges.

By operating during both the school day and after school, we are able to build stronger relationships with students, reinforce learning outcomes across environments, and provide multiple entry points into STEM pathways. This continuity is particularly important for middle school students, as it supports long-term engagement and a deeper sense of belonging in technology spaces that are often underrepresented by youth of color and low-income communities.

Our work at these schools is supported by a trained team of instructors and program coordinators, and curriculum specialists who are experienced in youth development and are subject matter experts in their respective digital technology field. Their consistent presence throughout the year helps foster trust, structure, and personalized support for students. We have received ongoing positive feedback from school administrators, families, and students, and our evaluation data shows growth in both technical skills and social-emotional competencies.

PERSONNEL

1. Courtney Kambobe

Title: Senior Director, Innovations

Email: ckambobe@crockettfoundation.org

Phone: (954) 770-6648

Credentials:

- M.Ed. in Educational Leadership – Florida Atlantic University
- B.S. in Computer Science – Florida Agricultural & Mechanical University

Experience:

Courtney brings over 15 years of experience in educational program development, youth services, and strategic leadership. She has led organization-wide initiatives focused on digital learning, STEM equity, and afterschool program quality. At our organization, she oversees all 6-12 enrichment programming and has spearheaded the integration of esports and coding programs in public school partnerships across Broward County. She manages cross-sector collaborations with school districts, city agencies, and community-based organizations.

2. Tangy Frederick

Title: Program Manager, Innovations

Email: ckambobe@crockettfoundation.org

Phone: (754) 666.3928

Credentials:

- B.A. in Informational Technology – Broward College

Experience:

With over 8 years of experience in youth development and program coordination, Tangy manages day-to-day operations for both in-school and afterschool STEM and digital literacy programs. She is the lead liaison with school administrators and ensures alignment with district goals. She also supervises instructional staff, oversees scheduling and materials, and tracks outcomes for continuous improvement. Her expertise lies in translating high-level program goals into structured, engaging learning environments.

3. Alex Rodriguez

Title: Multimedia Specialist, Innovations

Email: arodriguez@crockettfoundation.org

Phone: (754) 666.3928

Credentials:

- B.A. in Kinesiology– Louisiana State University

Experience:

Alex is a digital media educator with a background in Egaming, content creation, and game design. He leads instruction in areas such as graphic design, Esports, and shoutcasting/ digital storytelling. He has developed custom curriculum modules for middle schoolers on platforms such as Canva, CapCut, Scratch, and OBS. He also supports esports team development and tournaments. He has worked in both classroom and community-based settings for over 5 years.

PERSONNEL

4. Michael Zelaya

Title: Multimedia Specialist, Innovations

Email: mzelaya@crockettfoundation.org

Phone: (754) 666.3928

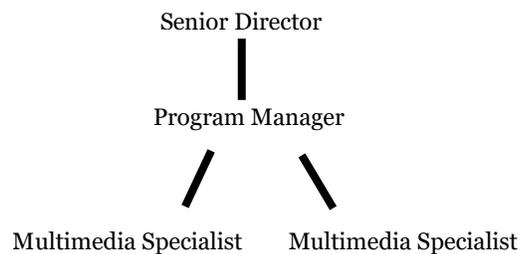
Credentials:

- B.A. in Informational Technology– Florida International University

Experience:

With 3 years of experience in STEM education and creative technology, Michael specializes in coding instruction, youth-led design projects, and SEL-infused tech learning. He brings a trauma-informed, student-centered approach to instruction and is known for making technical content accessible to diverse learners. She has led school-day and afterschool tech programs, including mobile app design, intro to HTML/CSS, and multimedia storytelling.

ORGANIZATIONAL CHART



CONFLICTS OF INTEREST

Our organization affirms that there are no known conflicts of interest related to the personnel, partners, or subcontractors proposed for this project. All team members are committed to maintaining the highest standards of integrity, transparency, and ethical conduct throughout the duration of the contract.

August 25, 2025

Mr. Jeffrey English
Procurement & Contracts
City of Pompano Beach
1190 NE 3 Avenue, Building C
Pompano Beach, FL 33060

RE: Litigation Status

Dear Mr. English,

This letter is to affirm that the Crockett Foundation has no pending litigation at this time and has not been involved in any litigation during the past five (5) years.

Our organization is in good legal standing and operates in full compliance with all applicable local, state, and federal laws. We are committed to upholding the highest standards of transparency, accountability, and ethical conduct in all areas of our work.

If you have any questions or require additional documentation, please do not hesitate to contact Dr. Matias Arellano, Chief Operating Officer, at marellano@crockettfoundation.org.

Sincerely,



Henri Crockett
CEO/ President

PROGRAM PLAN

The Digital Explorers Program will operate year-round at the Tech Center, located within Mitchell Moore Park, and will serve as a hub for coding education, digital media skills, and youth esports engagement. The center will be open for program operations Monday through Thursday, 3:45 PM – 6:00 PM during the academic school year, and Monday through Thursday, 9:00 AM – 3:00 PM during the summer months. The program will run in eight-week modules, with students grouped by skill level and interests to ensure equity and personalized instruction.

a. Coding Program

The coding program will be delivered through structured, project-based learning units that build from beginner to intermediate levels. Topics will include:

- Intro to Block Coding (Scratch, Blockly)
- Web Development (HTML/CSS, basic JavaScript)
- Creative Coding Projects (interactive stories, animations, and websites)

Each coding module will emphasize collaboration, computational thinking, and digital problem-solving. Youth will work in teams and receive direct instruction, peer mentoring, and guided project work.

Instructor-to-Student Ratio:

- 1 Instructor per 10 students (max 20 students per session with 2 instructors)
- Additional volunteer or intern support may be used to assist with tech setup and individualized support

Program Goals:

- Increase digital literacy and confidence in coding
- Provide pathways into tech-related high school electives or certifications
- Build student portfolios with project artifacts for use in school and community showcases

b. Esports Tournaments

The Esports component of Digital Explorers will offer both recreational and competitive opportunities. Students will participate in structured team training, match scheduling, and tournament-style events focused on age-appropriate and teamwork-based games (e.g., Rocket League and Super Smash Bros.).

Key components include:

- Weekly practice sessions and workshops on teamwork, strategy, and digital citizenship
- Monthly in-house tournaments and quarterly inter-site competitions with other local programs
- Game analysis labs where students review matches and learn from professionals and mentors
- Emphasis on career exploration in broadcasting, shoutcasting, game development, and coaching

Instructor-to-Student Ratio:

- 1 Coach per 10 students during team sessions
- Tournament days will also include 1–2 additional staff for logistics, broadcasting, and technical support

Outcomes:

- Develop student communication, strategic thinking, and leadership
- Promote responsible gaming and digital wellness
- Create a sense of belonging and community for students with nontraditional extracurricular interests

TIMELINE

| Phase | Dates | Activities |
|------------------|-------------|---|
| Fall Module | Sept – Nov | Coding basics, esports team formation, in-house tournament |
| Winter Module | Jan – Mar | Intermediate coding projects, esports intersite scrimmage |
| Spring Module | Apr – May | Capstone coding showcase, esports regional tournament |
| Summer Intensive | June – July | Full-day STEM workshops, daily esports practice, career speakers, final exhibition tournament |

BUDGET NARRATIVE

The Crockett Foundation kindly requests \$75,000 in funding to support the implementation and expansion of the Digital Explorers Program, a year-round initiative offering coding education and esports engagement for middle school youth. Programming will take place at the Tech Center located in Mitchell Moore Park, operating Monday through Thursday from 3:45 PM to 6:00 PM during the academic year and from 9:00 AM to 3:00 PM during the summer. Funds will be allocated across three key areas: personnel, technology (software and hardware), and program enhancements.

Approximately \$52,000 of the total budget will support personnel costs. This includes \$36,000 for instructional staff, which covers two part-time coding instructors and one esports coach who will deliver structured, project-based learning and manage esports practice and tournaments. These instructors will work throughout the school year and summer, maintaining a low instructor-to-student ratio of approximately 1:10 to ensure high-quality, individualized support. An additional \$16,000 will fund program administration, including the salary of a dedicated Program Manager responsible for coordinating schedules, maintaining attendance records, managing communications with families, and supporting instructors. A portion of these funds will also support oversight and evaluation efforts by the Senior Director.

To ensure that students have access to industry-relevant tools and an engaging learning environment, \$18,000 will be allocated to software and hardware upgrades. This includes \$4,500 for educational software licenses and subscriptions, such as Scratch, Tynker, Canva Pro, Replit, Minecraft Education Edition, and tournament management tools. An additional \$13,500 will be used for critical hardware upgrades, including the purchase of gaming peripherals (controllers, headsets, webcams), broadcasting equipment (microphones, capture cards), and improved connectivity tools such as routers and surge protectors. These upgrades will allow students to complete complex coding projects and participate in competitive and collaborative digital challenges without limitations caused by outdated technology.

The remaining \$5,000 will support program enhancements that enrich the student experience and strengthen community engagement. This includes costs associated with running esports tournaments and coding competitions, such as prizes, branded materials, and team apparel. It also covers the organization of student showcase events, guest speaker honorariums, career day activities, and local field trips to tech companies or educational institutions. These elements are critical in building a sense of accomplishment, identity, and connection for participating youth.

TEAM QUALIFICATIONS

Over the past five years, our organization has developed a proven track record in delivering high-quality esports programming through a secure and engaging platform. We have successfully hosted numerous esports tournaments across South Florida, including events at our own, Crockett Foundation Innovation Lab, as well as in partnership with higher education institutions and a network of middle schools throughout Broward County. These tournaments have consistently attracted between 20 to 50 youth gamers per event, with live audiences exceeding 100 spectators, including parents, educators, and community members.

The most recent Esports tournaments were held at Florida Memorial University and Nova Southeastern University. Sharing the core tournament management resources from the respective institution, our Crockett Foundation Team was able to generate processes and procedures that resulted in bracket generation, team registration, match reporting, and ranking systems. Multiple screens, including an oversized LCD screen, were utilized to provide an enhanced viewership experience for spectators and gamers alike. These features ensure reliability, smooth operation, and integrity across every event. Events are managed by trained staff and volunteers with experience in shoutcasting, scorekeeping, and technical production, creating an authentic esports environment for youth participants.

Our Esports tournaments have also been held throughout the school year at local middle schools that operate our Digital Explorers program. Esports instruction is readily applied through the numerous inter-class and inter-site scrimmages that are held throughout the year as part of the curriculum. Teams from Pompano Beach Middle, for example, have sparred with teams from Margate Middle and Crystal Lake for a chance to hold up the coveted Esports Tournament Trophy. Winners also get their names engraved on the trophy.

Equally important is our commitment to fair play enforcement. We implement clear codes of conduct, pre-match training on digital citizenship, and monitoring systems to detect cheating, unsportsmanlike behavior, or violations of tournament rules. These safeguards are supported by dedicated tournament moderators who ensure all players compete in a positive, inclusive, and respectful environment.

Through years of consistent implementation, our platform and events have become a trusted model for youth-centered esports engagement, blending competition, learning, and digital literacy. We are fully equipped to continue expanding this work with secure systems, experienced staff, and a demonstrated capacity to host safe, exciting, and educational public esports events.

BACKGROUND CHECK

All Crockett Foundation employees must pass (and have passed) a Level II Background screening. These checks are performed annually to ensure that employees are in good legal standing.



Crockett Foundation, Inc.
5101 NW 21 Avenue, Suite 530
Fort Lauderdale, FL 33309
754.666.3968

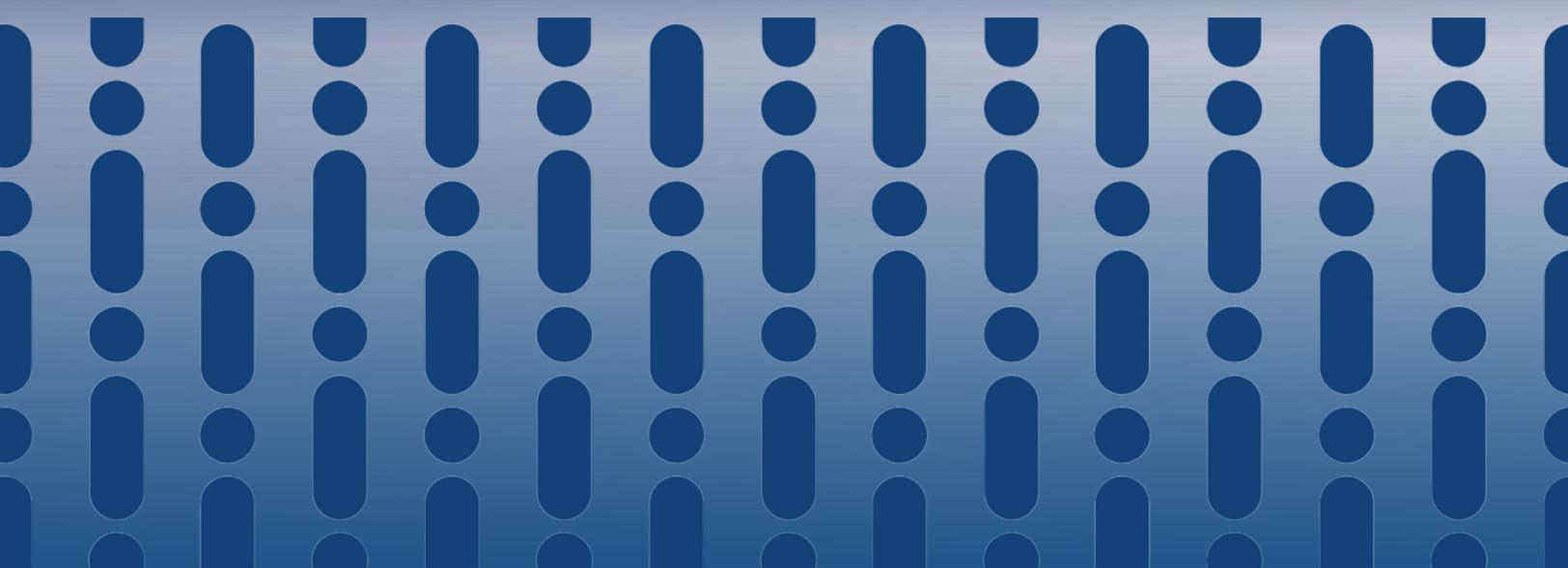


Exhibit 1
Scope of Authorization

Introduction

The City of Pompano Beach Parks and Recreation Department submitted a RFP #25-063 to seek a qualified vendor to provide end-to-end management and delivery of educational Esports tournaments and a technology-focused coding program for youth and/or teens through the use of interactive game-based platforms. The goal is to provide a structured, inclusive, and fun environment that promotes digital literacy, teamwork, and career readiness in technology and gaming using critical skills through hands – on activities. In addition, to plan, execute, and manage one or more youth-focused structured Esports Tournaments for community participants. The tournament(s) should foster inclusion, sportsmanship, and digital engagement while promoting safe and responsible online behavior. The Crockett Foundation, Inc. has been the awarded bidder to enter into an agreement with the City of Pompano Beach.

The City of Pompano Beach recently constructed a new Tech Rec center, located at 901 NE 10th Street, Annex Building C, to include 18 individual computer stations with gaming chairs, a separate classroom setting and large monitor screens on the walls. This will be the primary location for both programs.

Program Outline & Description

1. Monthly Program
 - a. Offer both a year-round class curriculum with project-based learning through game-based platforms for design and development. These lessons would be modified to deliver as introductory and fundamental for beginning codes and gamers.
 - b. Classes would be a combination of both visual and hands on, self-guided and structure learning and will teach foundational coding concepts (i.e. logic, loops, variables, etc.)
 - c. Provide progress tracking and completion certifications and/or rewards
 - d. Access to program outside of class for students for the duration of the class
 - e. Any software and/or licensing related to support coding program would be supplied.
 - f. Monthly program to be offered to current after school program participants at the four (4) afterschool sites. One site per week long program, each month, to be conducted.
2. Promote digital literacy, teamwork, and community engagement
3. Reporting & Surveys: Provide City quarterly reports on program aspects, rosters, engagements, challenges and successes. Include feedback surveys from participants every session.
4. Marketing: Collaborate with City to promoted event via print and digital marketing.
5. Create accessible materials for youth and families.
6. Summer Program
 - a. Offer summer program when school is out of session. This program shall delivery STEM enrichment to students, grades 6 – 8, of all levels.
 - b. Licensee shall have the opportunity to provide City with proposed fee rates for all participants wishing to be involved in the summer program.

Tech Rec Center

Licensee shall be responsible for programming the Tech Rec Center. All programs' schedules shall be mutually agreed upon with the City's designee to ensure availability. Licensee shall notify City of maintenance issues with building, computers, equipment etc. immediately. City shall ensure items are repaired within a timely manner.

City shall provide badges to Licensee in order to access the building and computer lab.

Exhibit 1
Scope of Authorization

Additional Vendors

Licensee shall work with City requested vendors for additional programming if necessary to add into their curriculum. Each additional vendor shall be mutually agreed upon by both Licensee and City. Each additional vendor will be required to go through a background check prior to teaching.

Background Check

All instructors for the awarded program shall be required to submit for a Level 1 background check on an annual basis, prior to the start of any programs. The Youth Program Background Screen Policy is included in this solicitation under Exhibit D.

City's Responsibilities

1. Provide Tech Rec Center access to proposer and access to all computer equipment and hardware.
2. Provide marketing material to Pompano residents on all programs and events in both print and digital platforms.

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number RFP 25-063

TO: Crockett Foundation
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual X a corporation
 a partnership a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

 Afterschool coding and Esports instruction _____

at the following price: \$75,000 _____

 12/9/25
(Date)

 Crockett Foundation
(Print Name of Local Business Contractor)

 5101 NW 21 Ave, Ste 530
(Street Address)

 Ft Lauderdale, FL 33309
(City, State Zip Code)

BY: M Arellano
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|------------------------|-------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2



REQUEST FOR PROPOSALS (RFP)

RFP25-063

**Educational Esports Tournaments and Technology-focused
Coding Program**

Non-Mandatory Pre-Bid Conference: July 30, 2025, at 10:00 AM
Location: Civic Center, 1801 NE 6th Street, Pompano Beach,
Florida 33060

For access, go to:
<https://www.pompanobeachfl.gov/meetings>

RFP OPENING: August 26, 2025, at 2:00 PM

Virtual Zoom Meeting
For access, go to:
<https://www.pompanobeachfl.gov/meetings>



July 23, 2025

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-063 - Educational Esports Tournaments and Technology-focused Coding Program

The City of Pompano Beach (the “City”) is interested in receiving proposals from qualified esports platform providers in response to the attached RFP for Educational Esports Tournaments and Technology-focused Coding Program.

Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer’s name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

Procurement and Contracts Department

Table of Contents

| | |
|---|-------------------------------------|
| 1. DEFINITIONS | 4 |
| 2. SCHEDULE OF EVENTS..... | 5 |
| 3. INTRODUCTION AND GENERAL INFORMATION..... | 6 |
| 4. SCOPE OF SERVICES..... | 7 |
| 5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS..... | 9 |
| 6. PROPOSAL REQUIREMENTS | 9 |
| 7. EVALUATION AND AWARD | 14 |
| 8. STANDARD PROVISIONS..... | 17 |
| 9. ADDENDA..... | 24 |
| 10. ATTACHMENTS AND EXHIBITS..... | Error! Bookmark not defined. |

1. DEFINITIONS

All Definitions and Terms used in this bid are referenced and should be understood in accordance with the definitions provided in the Procurement and Contracts Department Procedures Manual, which can be accessed via the following link:

<https://cdn.pompanobeachfl.gov/city/pages/purchasing/Procurement-Contracts-Department-Procedures-Manual-5.14.25.pdf>

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

2. SCHEDULE OF EVENTS

| | |
|--|--|
| RFP NUMBER: | RFP25-063 |
| RFP TITLE: | Educational Esports Tournaments and Technology-focused Coding Program |
| RELEASE DATE: | July 23, 2025 |
| NON-MANDATORY PREBIDDERS CONFERENCE AND WALK-THROUGH | 7/30/2025, at 10:00 AM |
| WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE: | 8/14/2025, at 12:00 PM |
| RFP RESPONSES DUE DATE/TIME: | 8/26/2025, 2025, at 02:00 PM |
| EVALUATION COMMITTEE MEETINGS | TBD |
| RECOMMENDATION FOR AWARD: | TBD |
| DIRECT ALL INQUIRIES TO: | https://pompanobeachfl.ionwave.net |
| E-PROPOSAL SUBMITTALS ONLY: | https://pompanobeachfl.ionwave.net |
| PROPOSAL VIRTUAL OPENING: | https://www.pompanobeachfl.gov/meetings |

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

3. INTRODUCTION AND GENERAL INFORMATION

3.1. Objective

The City of Pompano Beach Parks and Recreation Department seeks a qualified vendor to provide end-to-end management and delivery of educational Esports tournaments and a technology-focused coding program for youth and/or teens through the use of interactive game-based platforms. The goal is to provide a structured, inclusive, and fun environment that promotes digital literacy, teamwork, and career readiness in technology and gaming using critical skills through hands-on activities. In addition, plan, execute, and manage one or more youth-focused structured Esports Tournaments for community participants. The tournament(s) should foster inclusion, sportsmanship, and digital engagement while promoting safe and responsible online behavior.

3.2. Non-Mandatory Pre-Bid Conference and Walk-Through

The non-mandatory Pre-Bidders Conference will be held at Civic Center, 1801 NE 6th Street, Pompano Beach, Florida 33060, on July 30, 2025, at 10:00 AM (local). The Walk-through is optional. The proposer must request the visit.

3.3. Proposal Submittal Due Date

The City will receive sealed proposals by **2:00 p.m. (local) on August 26, 2025, at 02:00 PM**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.4. Questions and Communication

IonWave (<http://www.pompanobeachfl.ionwave.net>) is the Procurement and Contracts Department's official method, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before August 14, 2025, **at noon** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on the City.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

4. SCOPE OF SERVICES

4.1. Introduction

The City of Pompano Beach Parks and Recreation Department seeks a qualified vendor to provide end-to-end management and delivery of educational Esports tournaments and a technology-focused coding program for youth and/or teens through the use of interactive game-based platforms. The goal is to provide a structured, inclusive, and fun environment that promotes digital literacy, teamwork, and career readiness in technology and gaming using critical skills through hands-on activities. In addition, to plan, execute, and manage one or more youth-focused structured Esports Tournaments for community participants. The tournament(s) should foster inclusion, sportsmanship, and digital engagement while promoting safe and responsible online behavior.

The City of Pompano Beach recently renovated a new Tech Rec center at 901 NE 10th Street, Annex Building C. This center will be the primary location for both programs and include eighteen (18) individual computer stations with gaming chairs, a separate multipurpose room, and large monitor screens on the walls.

4.2. Program Outline & Description

1. Coding Program
 - a. Offer both beginner and advanced class curriculum with project-based learning through game-based platforms for design and development. Both class courses will be progressive and continue to progress with the education. Preferred courses will include a variety of different learning opportunities to include:
 - b. Classes that are visual and hands-on, self-guided and structured learning, and will teach foundational coding concepts (i.e., logic, loops, variables, etc.)
 - c. Create an environment of teamwork, focus on strategy and digital citizenship, and incorporate creative and project-based learning
 - d. Provide progress tracking and completion certifications and/or rewards
 - e. Access to the program outside of class for students for the duration of the class
 - f. Guest Speakers to inspire and educate students who are industry professionals
 - g. One-night open house to allow students to showcase for parents and community members
 - h. Any software and/or licensing related to the support coding program
2. Esports Tournaments
 - a. Host a minimum of two (2) esports tournaments per year that provide a competitive structure suitable for youth of different age groups
 - b. Proposals should include single-day, multi-day, or seasonal tournament formats
 - c. Event consultation and on-site management during the event, including any tournament directors, referees, and support staff
 - d. Manage player check-in, supervision, and gameplay monitoring
 - e. Enforce rules, safety protocols, and fair play
 - f. Any software and/or licensing related to supporting esports tournaments
 - g. Recommend age-appropriate game titles
3. Engage participants in a structured, competitive, and fun esports event
4. Promote digital literacy, teamwork, and community engagement
5. Showcase local esports talent and encourage broader participation in recreational programs
6. Reporting & Surveys: Provide City quarterly reports on program aspects, rosters, engagements, challenges, and successes. Include feedback surveys from participants every session.
7. Marketing: Collaborate with the City to promote the event via print and digital marketing.
8. Create accessible materials for youth and families

4.3. City's Responsibilities

1. Provide the Tech Rec Center to the proposer and access to all computer equipment and hardware.
2. Provide marketing material to Pompano residents on all programs and events in print and digital platforms.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Submission Format Requirements

Proposals must be submitted electronically through the eBid System IonWave on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit the proposals. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

5.2. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

5.3. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

5.4. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

6. Proposal Requirements and Evaluation Criteria

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 7 for the proposal submitted. The maximum possible points awarded for each section are noted. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

6.1. Proposer's Qualifications and Experience: (Maximum 20 Points)

6.1.1. Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of the contact person, and the date.

6.1.2. Table of Contents:

Include a clear identification of the material by section and by page.

6.1.3. Letter of Interest:

A Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's commitment to provide the services described herein.

- Briefly state the Proposer's understanding of the solicitation and express a positive commitment to provide the services described herein.
- State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title (s),
- Office, email addresses, and telephone numbers. complete corporate name of the primary firm responding and any joint venture partners.
- Applicable Federal Tax Identification Number

6.1.4. References

Provide no more than three (3) references for projects or operations of comparable size and scope. The proposing team must include members with direct experience relevant to the type of work or services being solicited. References may consist of both completed and ongoing projects. For each reference, describe the project or operation in physical terms (e.g., size, capacity, site context) and financial scope (e.g., budget, revenue, contract terms). Clearly outline the proposer's role and responsibilities for the referenced project. Include the name, email address, and telephone number of a contact person in a position of authority who can verify the proposer's involvement and performance.

Note: Each client listed as a reference must complete the "Client Reference Sheet." The completed forms must be included in your proposal package. If a completed form is not submitted for a reference, the City will consider that reference irrelevant.

6.1.5. Experience:

The proposing firm should demonstrate relevant experience in managing projects of a similar type and scale. Please provide detailed descriptions of past contracts, including the scope of work, challenges encountered, lessons learned, and project outcomes. Emphasis will be placed on the experience and performance of key personnel in delivering comparable work. Include resumes for all key team members and provide references for similar completed projects.

6.1.6. Personnel:

Provide resumes, credentials, experience, and an organizational chart of personnel assigned to this work.

6.1.7. Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten percent (10%) or more in the Proposer entity or any of its affiliates.

6.1.8. Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter stating that no litigation has existed within the past 5 years.

6.2. Detailed program plan with timeline and budget (Maximum 20 points)

- a. Proposal for coding program, including instructor-to-student ratios
- b. Proposal for esports tournaments

6.3. Team Qualifications (Maximum 20 Points)

The esports platform provider must include in the proposal evidence of its experience providing these services in the past five years, have a secure, reliable infrastructure, and have experience organizing public events, offering features like tournament management, live streaming, and fair play enforcement.

6.4. Background check for all staff instructing minors (Maximum 10 points)

Ability to pass a Level 2 background check for all staff instructing minors

6.5. Cost (Maximum 20 Points)

Cost proposals will be evaluated using a familiar proportional formula, in which the lowest proposed cost will receive the maximum number of points allocated for price. All other proposals will receive a proportionally lower score based on how much higher their cost is relative to the lowest bid. Specifically, each proposer's cost score will be calculated using the formula:

$$Score = \frac{Lowest\ Cost}{Proposers's\ Cost} \times Maximum\ Points\ Per\ Cost$$

Example:

- Proposal 1: \$15,000
- Proposal 2: \$20,000

Proposal 1 is the lowest cost and would receive the full score of 20 points.

Proposal 2 would receive 15 points, calculated as follows:

$$Score\ (15\ points) = \frac{Lowest\ Cost\ (\$15,000)}{Proposers's\ Cost\ (\$20,000)} \times Maximum\ Points\ Per\ Cost\ (20\ points)$$

6.6. Local Business Program (Maximum 10 Points)

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year before the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City, or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! Section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be

used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The goal for this Solicitation is 10% for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit “Local Business Subcontractor Utilization Reports” during and after projects are completed. The reports will be submitted to the assigned City project manager. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in an “unsatisfactory” compliance rating. Unsatisfactory ratings may impact the award of future projects if the City Commission imposes a sanction.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local, with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a) Tier 1 business, as defined by this subsection, shall be granted a preference for 5 Points.
 - b) Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must meet all requirements before contract execution.

6.7. Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

6.7.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

6.7.2. Insurance

See Exhibit B with the Insurance Requirements.

7. EVALUATION AND AWARD

7.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City’s request shall result in a Proposal being deemed non-responsive.

7.2. Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and selecting the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee’s findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Service Agreement.

7.3. Evaluation Process

The Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

| SECTION | DESCRIPTION | POINTS |
|---------------------|---|------------|
| 6.1 | Proposer’s Qualifications and Experience | 20 |
| 6.2 | Detailed Program Plan with Timeline and Budget | 20 |
| 6.3 | Team Qualifications | 20 |
| 6.4 | Background Check for all Staff Instructing Minors | 10 |
| 6.5 | Cost | 20 |
| 6.6 | Local Business Program | 10 |
| TOTAL POINTS | | 100 |

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

7.4. Tie Breaker:

In case there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Closest Proximity/Location to the Project site
- 4) Coin Toss

7.5. Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

7.6. Committee Questions:

The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary), with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company’s/firm’s capability to provide the services required for the Committee’s review for shortlisting purposes. After an initial review of the proposals, the City may invite proposals for an interview to discuss the proposal and meet the company’s/firm’s representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

7.7. Committee’s Recommendations:

The Evaluation Committee may recommend rejecting any proposals or awarding the Educational Esports Tournaments and Technology-focused Coding Program. A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation sessions with as many ranked responsive and responsible proposers, in its sole judgment, as it deems appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer, and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer’s best and final offer. Any information communicated between the Committee and a ranked

responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

7.8. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

7.9. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

8. STANDARD PROVISIONS

8.1. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

8.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period of no less than one hundred eighty (180) days from the closing date of this solicitation.

8.3. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

8.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes, must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers who may be aggrieved by the solicitation or award. The initial protest must be addressed to the following:

**Director of Procurement and Contracts, City of Pompano Beach
1010 N.E. 3rd Avenue, Pompano Beach, Florida 33060**

8.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

8.6. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, the Proposer's staff assigned to this project at any time. The awarded proposer and all instructors providing services shall comply with the City's background check policy and procedure.

8.7. Contract Terms

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the

City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

8.8. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

8.9. Manner of Performance

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

8.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and with the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

8.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

8.12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8.13. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed

replacement(s) is submitted to and approved by the City in writing.

8.14. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

8.15. Termination

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

8.16. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

8.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

8.18. Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

8.19. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

8.20. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or employee of the firm. If any City employee is an owner, corporate officer, or employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

8.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or

lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise, made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

8.22. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

8.23. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

8.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a “Drug-Free Workplace” as outlined in Florida Statute 287.087.

8.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.26. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

8.27. Price Adjustments

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director's sole discretion on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

- i. The volatility is due to causes wholly beyond the vendor's control and
- ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
- iii. The effect on pricing or availability of supply is substantial, and
- iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: The Director of Procurement and Contracts must confirm any pricing adjustment in writing.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

8.28. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Parks and Recreation, 1801 NE 6th Street Pompano Beach, FL 33060. In accordance with Florida Statutes, Chapter 26, payment will be made

within 45 days after receipt of a proper invoice.

8.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

8.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall lack of funds on the part of either party be deemed Force Majeure.

8.31. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

8.32. Public Records Custodian:

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

CITY CLERK

100 W. Atlantic Blvd., Suite 253,

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

8.33. Licenses

In order to perform public work, the successful Proposer shall be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by State Statutes or local ordinances.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

9. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation, the addenda will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

END OF THE RFP

Online Questions & Answers

Event Information

Number: RFP25-066
Title: Patricia Davis Community Garden Management
Type: Request for Proposals
Issue Date: 9/23/2025
Question Deadline: 10/17/2025 12:00 PM (ET)
Response Deadline: 10/28/2025 02:00 PM (ET)
Notes: The City of Pompano Beach (the “City”) seeks proposals from qualified bidders to plan, develop, and manage the day-to-day operations of the Patricia Davis Community Garden, located at 1089 NW 6th Avenue, Pompano Beach, FL 33069. The garden is intended to provide residents with opportunities for food cultivation, volunteer recruitment and coordination, education, and community building.

Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All

communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

No questions published

Public Questions & Answers

Event Information

Number: RFP25-066
Title: Patricia Davis Community Garden Management
Type: Request for Proposals
Issue Date: 9/23/2025
Question Deadline: 10/17/2025 12:00 PM (ET)
Response Deadline: 10/28/2025 02:00 PM (ET)
Notes: The City of Pompano Beach (the “City”) seeks proposals from qualified bidders to plan, develop, and manage the day-to-day operations of the Patricia Davis Community Garden, located at 1089 NW 6th Avenue, Pompano Beach, FL 33069. The garden is intended to provide residents with opportunities for food cultivation, volunteer recruitment and coordination, education, and community building.

Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All

communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Published Questions

Question: Could you please provide the link to the Zoom meeting scheduled for 10:00 AM on October 1, 2025? Thank you!

Answer: As directed in the RFP, the zoom links can be found at the following website:
<https://www.pompanobeachfl.gov/meetings>

The zoom information was the following:

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/89743683252?pwd=2GQargqBXZ2HeNhT3aDCj5P5KNZml9.1>

Passcode:288736

Asked: 9/30/2025 07:57 PM (ET)

Exhibit 2

Accounting and Recordkeeping Procedures:

1. LICENSEE shall keep a true and accurate account of the attendance, number of tickets sold and gross ticket revenues for each Concert during the Term and shall provide such information to the City upon its request including supporting documentation.
2. LICENSEE shall preserve and make available locally at all reasonable times for City's inspection all records outlined above and supporting documentation attendant to LICENSEE activities for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, said records and documentation shall be retained until resolution of the audit finding.

Exhibit 3
Youth Program Background
Screening Policy

| | | | |
|--------|---|-------------------|---------|
| TITLE: | Youth Program Background Screening Policy | Number: | 500.06 |
| | | Effective: | 3-10-04 |
| | | Revised: | 8-27-07 |
| | | Revised: | 7-23-08 |
| | | Revised: | 8-2-10 |

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park, Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

"Guilty" means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. SEX OFFENSES INVOLVING CHILDREN

>All Sex Offenses and Offenses involving children or the abuse of children - regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. FELONIES

>All Felony Offenses involving violence - regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

Exhibit D
Youth Program Background
Screening Policy

| | | | |
|---------------|---|-----------------|---------------|
| TITLE: | Youth Program Background Screening Policy | Number: | 500.06 |
| | | Revised: | 8-2-10 |

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. MISDEMEANORS

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

Exhibit D
Youth Program Background
Screening Policy

| | | | |
|---------------|---|-----------------|---------------|
| TITLE: | Youth Program Background Screening Policy | Number: | 500.06 |
| | | Revised: | 8-2-10 |

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.

EXHIBIT 4

INSURANCE REQUIREMENTS

RFP25-063 – EDUCATIONAL ESPORTS TOURNAMENTS AND TECHNOLOGY- FOCUSED CODING

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- X__ comprehensive form bodily injury and property damage
- X__ premises - operations bodily injury and property damage
- __ explosion & collapse hazard
- __ underground hazard
- X__ products/completed operations hazard bodily injury and property damage combined
- X__ contractual insurance bodily injury and property damage combined
- X__ broad form property damage bodily injury and property damage combined
- X__ independent contractors personal injury
- X__ personal injury
- X__ CG2010 ongoing operations (or its' equivalent)
- X__ CG 2037 completed operations (or its' equivalent)

- X__ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

comprehensive form
XX owned Minimum \$10,000/\$20,000/\$10,000
XX hired (Florida's Minimum Coverage)
XX non-owned

Please note that Florida Statute Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

| EXCESS LIABILITY | | Per Occurrence | Aggregate |
|--------------------------|--|----------------|-------------|
| XX Umbrella (Drop Down). | bodily injury and property damage combined | \$2,000,000 | \$2,000,000 |

| ENVIRONMENTAL/POLLUTION LIABILITY | | Per Occurrence | Aggregate |
|---|--|----------------|-------------|
| * Policy to be written on a claims made basis | | \$1,000,000 | \$1,000,000 |

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

| PROFESSIONAL LIABILITY | | Per Occurrence | Aggregate |
|--|--|----------------|-------------|
| XX * Policy to be written on a claims made basis | | \$1,000,000 | \$2,000,000 |

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

| CYBER LIABILITY (Technology) | | Per Occurrence | Aggregate |
|--|--|----------------|-------------|
| XX * Policy to be written on a claims made basis | | \$2,000,000 | \$2,000,000 |

- XX Network Security / Privacy Liability
- XX Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- XX Technology Products E&O - \$2,000,000 (only applicable for vendors supplying technology related services and or products)
- XX Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

| CRIME LIABILITY | | Per Occurrence | Aggregate |
|--|--|----------------|-------------|
| <input type="checkbox"/> * Policy to be written on a claims made basis | | \$1,000,000 | \$1,000,000 |

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, One million Dollars (\$1,000,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

