



Florida's Warmest Welcome

CITY OF POMPANO BEACH

REQUEST FOR PROPOSALS

E-07-18

YOUTH ATHLETIC PROGRAMS

**RFP OPENING: February 26, 2018 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-07-18
YOUTH ATHLETIC PROGRAMS

The City is seeking proposals from qualified firms to provide youth athletic programs to the City.

The City will receive sealed proposals until **2:00 p.m. (local), February 26, 2018**. 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 and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

The City shall make an award to one proposer per athletic discipline. In case of multiple proposals for a discipline (e.g. soccer, baseball, lacrosse, etc.) the highest rated proposal shall receive the award. The City reserves the right to rent facilities at times not being used by awarded proposers.

Introduction

The City of Pompano Beach maintains several parks and athletic facilities for the use and enjoyment of its residents. Historically the City has allowed organizations to run competitive youth athletic programs at its facilities. The City is issuing this RFP to select qualified organizations to run competitive youth athletic programs in City of Pompano Beach, including but not limited to individual or team sports. American tackle football and competitive cheerleading and dance are excluded from this solicitation.

Organizations (Proposers) that are interested in running their programs on City facilities shall respond to this RFP and provide the following with their response:

- A detailed summary of the proposed athletic program and background of the organization including past history of the organization's programs and past participant numbers.
- Description of the proposed athletic program and how it will be run. Proposer shall include their marketing plan for the program and anticipated number of participants.
- A detailed season schedule. This shall include, but not be limited to, proposed dates for practices, games, exhibitions, tournaments, meets and competition schedules. Proposer shall also list all the City facilities required for running the program and all associated events.
- Qualifications of the staff along with any accreditation the organization possesses.

- If available any background checks of coaches within the last year.
- References from past venues and contracts used by proposer's organization and letters of awards and succession programs.

A. Requirements and Fees

The City of Pompano Beach is committed to its community. As such the City is requiring Awarded Proposers to give back at least forty (40) hours per calendar year to Pompano Beach youth in their organization's discipline. This may include, but it is not limited to, recreational programming, youth camps, free lessons, clinics, etc. Proposers must include a plan to achieve this with their proposal.

Awarded Proposers shall not pay any fees for the use of City facilities for practices as long as Pompano Beach residents comprise at least 51% of the roster. Awarded proposers shall pay a fee of 10% of the revenue from each non-resident participant. The Awarded Proposers shall provide a roster and fees owed to the City on a quarterly basis. The City reserves the right to levy fees for the use of its facilities any time the Organization's roster falls below 51% of Pompano residents. Usage fees shall be based on the City of Pompano Beach's Code of Ordinances section 98.10 Parks and Playgrounds: Fees, included as Exhibit A of this solicitation.

Awarded proposers shall open and maintain a dedicated bank account as well as a separate ledger of accounts within its accounting system to account for all its revenues and expenditures.

All coaches for awarded proposers will be required to obtain and maintain an updated certification for CPR and AED and provide to the City proof of the certifications at least two weeks prior to the beginning of the season. Any associated fees for these certifications will be the responsibility of the awarded proposers.

B. Use of Facilities

During regular business hours awarded Organizations may use at the City's sole discretion, City's activities centers for banquets and meetings. After regular business hours Organizations shall pay additional fees for the use of the facilities.

Organizations shall not store any equipment at the City's facilities without written approval from the City's Recreational Programs Administrator or designee. The City will not be liable for loss or damage to stored equipment at City's facilities.

Prior to holding any tournament, competition, scrimmage or meet Proposer shall request permission from the City, the Proposer shall pay the City a fee based on ordinance 98.10 Fees. Proposer shall be responsible for all equipment needed to successfully conduct their tournaments, competitions scrimmage or meet, including but not limited to, tables, chairs, tents, paper products, audio equipment, show mobile, uniforms, award trophies and plaques, etc. All transportation, if required, is solely the responsibility of the Proposer. Furthermore, the City reserves the right to charge additional fees for any additional services required by City staff due to an Organization's tournaments, competitions, scrimmage or meets.

C. Background Checks

All coaches dealing with minors will go through a level I background checks annually and provide the results for all coaches to the City at least two weeks prior to the beginning of season. Any associated fees will be the responsibility of the awarded proposers. Youth Program Background Screening Policy is included with the RFP as Exhibit B.

D. Award

The intent of this solicitation is to award one proposer for each sports discipline. Awarded proposers will enter into a five (5) year license agreement with City. The award is subject to City facility availability.

E. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

F. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of certified Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

G. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's Organization, type of youth athletic program, address, telephone number, name of contact person, email, organization website if applicable, and the date.

Table of Contents:

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

Letter of Transmittal:

Briefly state the Proposer's understanding of the requirements 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 and E-mail addresses and telephone numbers. Please limit this section to two pages.

Athletic Program Background and Description:

Proposer must provide a detailed summary of the proposed athletic program and background of the organization including past history of the organization's programs and past participant numbers.

Proposed Program Description and Marketing Plan:

Proposer must provide a description of the proposed athletic program and how it will be run. Proposer shall include their marketing plan for the program and anticipated number of participants.

Community Commitment:

The City of Pompano Beach is committed to its community. As such the City is requiring Awarded Proposers to give back at least forty (40) hours per calendar year to Pompano Beach youth in their organization's discipline. This may include, but it is not limited to, recreational programming, youth camps, free lessons, clinics, etc. Proposers must include a plan to achieve this with their proposal.

Schedule and Facilities:

Proposer must provide a detailed season schedule. This shall include, but not be limited to, proposed dates for practices, games, exhibitions, tournaments, meets and

competition schedules. Proposer shall also list all the City facilities required for running the program and all associated events.

Qualifications of Staff:

Proposer must provide qualifications of the staff along with any accreditation the organization possesses and, if available, any background checks of coaches within the last year.

References:

Provide references from past venues and contracts used by proposer's organization and letters of awards and succession programs.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

H. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach 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.

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.

1. 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.
2. Liability Insurance
 - a. 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.
 - b. 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 \$200,000 Per Occurrence and
\$300,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form

- owned
- hired
- non-owned

REAL & PERSONAL PROPERTY

- comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions 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.
3. 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, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. 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.
6. 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.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

I. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission. Proposals will be evaluated using the following criteria.

<u>Criteria</u>		<u>Point Range</u>
1 Experience, Expertise and Membership	Previous related work experience and qualifications in the subject area and coaching staff experience, including whether or not the organization and/or coaching staff are currently members in nationally recognized youth organizations. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the proposal.	0-20
2 References	History and performance of organization/ team on similar projects. References and recommendations from previous clients.	0-20
3 Resources and Methodology	Adequacy of amount of quality resources assigned to the program. Overall approach to program. Consideration of services provided and approach to meeting goals and objectives of the program. Financial resources.	0-30
4 Cost	Including the overall program budget and itemized cost breakdowns to organization participants.	0-25
5 Existing Programs	Consideration given, unless the City has documented issues on file.	5
Total		0-100

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 firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be 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.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

J. 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.

K. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall

maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

L. Communications

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

M. 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.

N. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

O. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

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, 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.

Q. 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.

R. 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 representative, successors and assigns.

S. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing 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 that such party may have.

T. Manner of Performance

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 that are educated, trained and 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 or 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 license, permits, registration, authorization or certification 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.

U. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

V. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic 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.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal 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 disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

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

W. Standard Provisions

1. 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 in Broward County, Florida.

2. 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.

3. Conflict Of Interest

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

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. 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 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.

6. 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, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason 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 by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules 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.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to 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.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. 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;
 - iii. 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 Contractor does not transfer the records to the City; and
 - iv. Upon completion of the 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 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 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 that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

**IF THE CONTRACTOR HAS QUESTIONS
REGARDING THE APPLICATION OF CHAPTER
119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS 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**

X. Questions and Communication

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

Y. 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 are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

Z. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED 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 _____

Exhibit C– Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? _____ Yes _____ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

<div> <div></div> <div>Ratings completed by (print name)</div> </div>	<div> <div></div> <div>Ratings completed by signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Department Head (print name)</div> </div>	<div> <div></div> <div>Department Head Signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Vendor Representative (print name)</div> </div>	<div> <div></div> <div>Contractor Representative Signature</div> </div>	<div> <div></div> <div>Date</div> </div>

Comments, corrective actions etc., use additional page if necessary:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

§ 98.10 FEES.

(A) City swimming pools.

<i>Daily Admissions</i>		
	<i>Resident</i>	<i>Nonresident</i>
Child (under 18)	\$1.75	\$2.25
Adult	\$2.50	\$4.50
<i>Passes Annual</i>	<i>Resident</i>	<i>Nonresident</i>
Adult	\$96.00	\$175.00
Child	\$64.00	\$160.00
Family	\$214.00	\$480.00
<i>Passes Semiannual</i>		
Adult	\$62.00	\$135.00
Child	\$55.00	\$115.00
Family	\$150.00	\$315.00
All fees include sales tax.		

Facility rental*	\$1,200.00 - 8 hours
	\$800.00 - 6 hours
	\$600.00 - 4 hours
Pool party rentals*	\$200.00 - 3 hours maximum.
	Up to 50 participants
	Additional fees: \$60.00/each additional group of up to 50
Group/team rentals*	\$13.00/lane per hour
*All rentals require a \$25.00 non-refundable application fee and \$50.00 refundable security deposit. All rental fees are subject to applicable sales tax.	

	<i>Resident</i>	<i>Nonresident</i>
Water exercise classes	\$3.00/class	\$3.50/class
	\$25.00 - 10 class pass	\$30.00 - 10 class pass
Summer group swim lessons	\$76.00 - 8 lessons	\$150.00 - 8 lessons
Private swim lessons	\$15.00/class	\$20.00/class
American Red Cross programs		
pool fees	\$100.00/class	\$150.00/class
Masters program	\$35.00/month	\$45.00/month
Dive shop rentals*		
9:00 a.m. - 4:00 p.m.	1 student - \$20.00	

	2 students - \$30.00	
	3 students - \$40.00	
	4 to 10 students - \$50.00	
7:00 p.m. - 10:00 p.m.	\$50.00/dive shop	
Evening dive shops*	Require a two-week notice.	

*All rentals require a \$25.00 non-refundable application fee and are subject to applicable sales tax.

(B) Pompano Beach Tennis Center.

(1) *Schedule.* In addition to the fee schedule provided herein, an additional fee of \$3.00 per court for lighting shall be assessed for night play.

<i>Fees</i>		
	<i>Resident Day</i>	<i>Nonresident Day</i>
<i>Hourly</i>		
Adult	\$7.50	\$10.00
Child	\$3.75	\$7.00
All fees include sales tax.		
<i>Annual Membership Dues</i>		
Adult	\$300.00	\$480.00
Child	\$100.00	\$150.00
Family (2 persons)	\$425.00	\$650.00
Each additional family member	\$100.00	\$175.00
All fees include sales tax.		

The City Manager or his designee may give discounts to hotels and motels for their guests and also offer specials during the period of May 1 through October 31 which makes the city's fees competitive with other local tennis facilities.

(2) *Terminology definitions.* For the purpose of this subsection, the following definitions shall apply.

CHILD. 17 years of age or younger.

FAMILY. Two or more people related or residing together at the same address.

HOURLY RATE. If no one is waiting to use the court after an hour, a person may extend play on the court if the individual first pay an additional fee at the Tennis Center.

(C) All rental applications require a \$25.00 non-refundable application fee and all rental fees are subject to applicable sales tax.

(D) Park/field rentals.

	<i>Resident</i>	<i>Nonresident</i>
(1) Softball/baseball field.		
Each preparation- No lights	\$27.50/first hour	\$62.50/first hour
	\$20.00/additional hour	\$22.00/additional hour
Each preparation-With lights	\$43.50/first hour	\$67.00/first hour
	\$23.00/additional hour	\$29.00/additional hour
(2) Football/soccer field.		
Each preparation- No lights	\$82.50/first hour	\$150.00/first hour

	\$11.00/additional hour	\$19.00/additional hour
Each preparation-With lights	\$162.00/first hour	\$175.00/first hour
	\$15.00/additional hour	\$25.00/additional hour
Practice only- No lights	\$11.00/hour	\$19.00/hour
Practice only- With lights	\$13.00/hour	\$25.00/hour
(3) Pavilion	\$75.00/daily	\$135.00/daily

(4) Great Lawn - Open space on the public beach (end of Atlantic Blvd. and Pompano Beach Blvd.)	
Social Gathering (weddings, birthdays or other similar uses) Fees:	
\$25.00 application fee	
\$200.00 security/damage deposit	
\$25.00 per hour personnel fee - * Staff will be there one hour before the rental time and return when rental time ends for clean-up.	
Residents:	\$150.00 - 3 hour minimum
	\$15.00 each additional hour
Nonresident:	\$300.00 - 3 hour minimum
	\$30.00 each additional hour
Fitness/Educational Classes	
\$25.00 Application fee	
Residents: \$11.00 per hour	
Nonresidents: \$19.00 per hour	

	<i>Resident</i>	<i>Nonresident</i>
(5) Asphalt tennis/basketball courts.		
No lights	\$29.00/hour per court	\$43.00/hour per court
With lights	\$30.50/hour per court	\$46.00/hour per court
(6) Sand volleyball courts.		
No lights	\$10.00/hour per court	\$20.00/hour per court
With lights	\$13.00/hour per court	\$26.00/hour per court

All rental applications shall require a \$25.00 non-refundable application fee.

Only city personnel will be permitted to adjust, connect, set up, and breakdown rooms. Applicants will be required to pay \$25.00 an hour per staff required.

(E) Gymnasium - McNair and Mitchell/Moore Centers.

(1) Any organization or individual using any gymnasium for activities or a sporting event where no charge is made for admission or free will donation accepted.

	<i>Resident</i>	<i>Nonresident</i>
	\$165.00 for three hours	\$300.00 for three hours

	\$15.00 additional hour	\$40.00 additional hour

(2) Any organization or individual using any gymnasium for activities or sporting events fund-raising purposes.

	<i>Resident</i>	<i>Nonresident</i>
	\$251.00 for three hours	\$500.50 for three hours
	\$50.25 additional hour	\$100.00 additional hour

Only city personnel will be permitted to adjust, connect, set up, and breakdown rooms. Applicants will be required to pay \$25.00 an hour per staff required.

** During the hours of normal operation of the facilities, if the gymnasium is not being utilized nor reserved for use pursuant to established procedures of the Parks, Recreation and Cultural Arts Department, residents may utilize the gymnasium for basketball play provided that all established rules and directions of the Parks, Recreation and Cultural Arts Department are obeyed throughout the period of play. Residents will be required to pay \$10.00 for an annual membership card and \$20.00 for nonresidents.

(3) Security deposit of \$200.00 will be required of persons using the gymnasium. The deposit will be returned upon the completion of the gym security check. In the event that the damage is greater than the security deposit, the applicant shall be liable for remaining cost.

(F) Preschool.

	<i>Resident</i>	<i>Nonresident</i>
(1) Registration fee	\$25.00	\$50.00
(2) Full-day program	\$486.00/month	\$669.00/month
(3) Half-day program	\$306.00/month	\$350.00/month

(G) Specialty Camps.

	<i>Resident</i>	<i>Nonresident</i>
(1) Registration fee	\$25.00	\$50.00
(2) Full-day program	\$96.00/week	\$100.00/week
(3) Half-day program	\$60.00/week	\$70.00/week

(H) Summer Programs.

	<i>Resident</i>	<i>Nonresident</i>
--	-----------------	--------------------

(1) Registration fee	\$25.00	\$50.00
(2) Weekly fee	\$35.00/week	\$45.00/week
(3) Winter camp	\$120.00	\$150.00
(4) Spring camp	\$100.00	\$120.00

(I) Recreation Programs and City Operated Youth Programs.

	<i>Resident</i>	<i>Nonresident</i>
(1) Tiny tots	\$10.00/month	\$20.00/month
(2) Kids day off	\$15.00/day	\$25.00/day
(3) Youth athletic programs	\$25.00	\$50.00
(4) Tackle football	\$50.00	\$84.00
(5) Tackle cheerleading	\$42.00	\$84.00

(J) Full refunds will be made for programs, activities and events cancelled by the Parks, Recreation and Cultural Arts Department. If a refund is requested by the participant, a \$15.00 administrative fee will be deducted from the program/activity/event fee paid. The administrative fee will be assessed per activity refunded. Registration fees are non-refundable. There will be no refunds for weekly camps if the participant has attended any day(s) of that week.

(K) Adult Athletic Leagues.

	<i>Resident</i>	<i>Nonresident</i>
(1) Adult softball leagues*	\$400.00/team	\$500.00/team
(2) Co-ed softball leagues*	\$350.00/team	\$450.00/team
(3) Adult volleyball leagues*	\$185.00/team	\$235.00/team
(4) Adult frisbee leagues*	\$100.00/team	\$150.00/team

*Resident team - 51% of team is made up of Pompano Beach residents and pay resident rate. If team has less than 51% Pompano Beach residents, then they pay nonresident rate. Any team sponsored by a City of Pompano Beach business will receive the resident rate. Business sponsor must pay team league fee with business check. Adult athletic leagues prices are subject to change due to participation, length of leagues, holidays, etc.

(L) Recreation Department instructor agreements will be subject to 70%/30% share between the instructor and city. Agreements will be renewed the beginning of each fiscal year (October 1).

(M) Fees for recreation programs not specifically provided for in this chapter shall be published at least two times each fiscal year. Printed flyers and publications shall also be available at Pompano Beach recreational facilities. Residents registered for city-run programs will have priority for placement in those programs when group size or space is a limiting factor.

(N) Refund of Reservations. A refund of 75% of the total rental fee for the softball/baseball fields, football/soccer fields and gymnasiums will be given if the cancellation is made 30 days or more prior to the reservation date. No refunds of the rental fee for such facilities will be made for cancellations that are less than 30 days from the reservation date.

(O) An annual fee is charged for all adult programs.

Residents: \$10.00.

Nonresidents: \$20.00.

Registration fee cards are valid from October 1 through September 30.

(P) Tournaments. All users/renters requesting the use of city owned fields for tournaments shall complete

a tournament application and submit to Parks, Recreation and Cultural Arts Department staff. Tournament rental fees will include field preparation of all rented field(s) twice per rental hour(s). Field preparation shall consist of dragging and lining of the field(s). The guidelines will be the same for all field locations listed below:

(1) Locations: Pompano Community Park, Kester Park, Mitchell/Moore Park, McNair Park and North Pompano Park.

(2) Tournament guidelines:

(a) All teams, leagues and tournament directors wishing to use a City of Pompano Beach softball/baseball field or multi-use field must fill out a rental application form and submit it to the Parks, Recreation and Cultural Arts Department within 30 days of the proposed tournament event.

(b) \$25.00 application fee and insurance document is due with the rental application form.

(c) A deposit of \$200.00 for each tournament is required at the time that the event/tournament is booked. There will be no field reservations without payment of the deposit.

(d) Full payment must be made 15 days prior to the start of the event/tournament.

(e) All fields pending availability can be rented from 8:00 a.m. – 10:00 p.m.

(f) The Parks, Recreation and Cultural Arts Department reserves the right to cancel/terminate the rental application if application and operational policies and procedures are not met.

(g) There shall be no sub-renting of the fields at any time.

(h) All cancellations are subject to the Parks, Recreation and Cultural Arts Department cancellation policy.

(3) Community Park.

(a) Any tournament requiring the use of all four fields at the Four Fields Complex shall be at a rate of \$625.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Community Park shall be at a rate of \$300.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of both fields at the Baseball Complex shall be at a rate of \$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Baseball Complex shall be at a rate of \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of the city parks and/or fields.

(c) Any tournament requiring the use of the football/soccer field at Community Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(4) Kester Park.

(a) Any tournament requiring the use of both baseball fields at Kester Park shall be at a rate of \$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Kester Park shall be at a rate \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of football/soccer field at Kester Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(5) Mitchell/Moore Park.

(a) Any tournament requiring the use of both baseball fields at Mitchell/Moore Park shall be at a rate of \$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Mitchell/Moore Park shall be at a rate of \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of the football/soccer field at Mitchell/Moore Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(6) McNair Park.

(a) Any tournament requiring the use of the football/soccer field at McNair Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(7) North Pompano Park.

(a) Any tournament requiring the use of baseball fields at North Pompano Park shall be at a rate of

\$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at North Pompano Park shall be at a rate of \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of the football/soccer field at North Pompano Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(Q) Senior Softball League Rental. Any senior league requiring the use of the city softball fields will be charged at a rate of \$300.00 per field for a four month period for residents and \$350.00 for non-residents. All senior leagues will be required to submit with its application a current membership roster showing that at least 51% of the members of the organization reside within the city limits and will be classified as resident league for purposes of the fee schedule. In addition all senior leagues will be required to submit with its application a membership roster verifying that all members are 55 years or older for the purposes of the fee schedule. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(R) Dog Park Fees.

(1) All persons using the dog park must first obtain a dog park membership and register their dog prior to entry into the park.

	<i>Resident</i>	<i>Nonresident</i>
(a) Annual Membership:	\$30 per year for one dog,	\$60 per year for one dog,
	\$5 per additional dog	\$5 per additional dog
(b) Six Month Membership:	\$20 for 6 months for one dog,	\$40 for 6 months for one dog,
	\$5 per additional dog	\$5 per additional dog
(c) Weekly Membership:	\$10 per week per dog	\$20 per week per dog
(d) Daily Membership:	\$5 per visit per dog	\$10 per visit per dog

(2) Rules for the Dog Park can be found in § 90.38 of the city's Code of Ordinances. Upon registration, the following shall be applicable for all applicants:

(a) Dog owner will furnish proof of current rabies vaccination for each dog registered.

(b) The applicant shall receive a copy of the rules and regulations of the dog park and sign an agreement that they have read, understand and will abide by the dog park rules and they agree that if they allow access into the park to any other person not using their own key fob or if they loan their key fob to unpermitted users, they will have key fob revoked and be prohibited from park use. Applicant may appeal the decision to prohibit use of dog park according to § 90.38(D)(2).

(c) Adult family members residing in same residence may be authorized on the permit but no more than two key fobs will be issued per household.

(d) Information collected and stored in RecTrac will include driver's license or another form of picture ID and birthdate for all authorized household users listed on the key fob.

(e) The information collected will include the weight of each dog, as stated by owner.

(f) For six months and 12 months memberships the key fob will include a photo of the registered dog, which will be provided by the dog owner and information will be associated with the user household in RecTrac. If this is not completed at time of membership purchase, then Animal Control will follow-up by meeting with the applicant and taking the photo of the dog. This must be done within two weeks of purchasing membership or key fob will be deactivated until photo is provided.

(‘58 Code, § 33.15) (Ord. 66-31, passed 3-7-66; Am. Ord. 81-77, passed 8-25-81; Am. Ord. 84-85, passed 7-

31-84; Am. Ord. 86-10, passed 10-29-85; Am. Ord. 88-74, passed 7-19-88; Am. Ord. 88-81, passed 9-13-88; Am. Ord. 89-59, passed 4-11-89; Am. Ord. 89-60, passed 4-11-89; Am. Ord. 90-2, passed 9-19-89; Am. Ord. 91-17, passed 12-4-90; Am. Ord. 92-37, passed 4-28-92; Am. Ord. 92-41, passed 5-12-92; Am. Ord. 93-15, passed 12-8-92; Am. Ord. 94-67, passed 9-27-94; Am. Ord. 95-97, passed 9-26-95; Am. Ord. 97-17, passed 11-26-96; Am. Ord. 98-18, passed 12-9-97; Am. Ord. 2001-24, passed 12-12-00; Am. Ord. 2012-12, passed 11-22-11; Am. Ord. 2013-27, passed 12-11-12; Am. Ord. 2012-45, passed 3-12-13; Am. Ord. 2014-27, passed 2-25-14; Am. Ord. 2015-22, passed 1-13-15)

Cross-reference:

Golf course rates, see §§ 98.34 through 98.38

Recreation Activities Center fees, see § 98.47

Exhibit B

CITY OF POMPANO BEACH ADMINISTRATIVE 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.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

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.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

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.


Dennis W. Beach, City Manager

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY 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 _____

E-07-18 YOUTH ATHLETIC PROGRAMS

Response to Request for Proposal

E-07-18 Youth Athletic Programs

SUBMITTED TO
City of Pompano Beach
Broward County, Florida

SUBMITTED BY
PBFC-PAL HAMMERHEADS
In association with the BSO Police Athletic League
POC : James Elder, President

DATE
February 9, 2018



Pompano Beach Football Club – Hammerheads
1950 Northeast 6th Street, Pompano Beach Florida 33061
Phone: 954-461-4517
email: pbfc2007@aol.com
web: www.pbfc-hammerheads.com

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Pompano Beach Football Club – Hammerheads
1950 Northeast 6th Street, Pompano Beach Florida 33061
Phone: 954-461-4517
pbfc2007@aol.com | www.pbfc-hammerheads.com

City of Pompano Beach
Purchasing Office
Ms. Cassandra LeMasurier, Purchasing Supervisor
1190 N.E. 3rd Avenue, Building C (Front)
Pompano Beach, Florida 33060

RE: RFP No. E-07-18 Youth Athletic Programs

Dear Ms. LeMasurier and Members of the Selection Committee;

PBFC Hammerheads in association with the Broward Sheriff's Office Police Athletic League is pleased to submit this proposal to the City of Pompano Beach Youth Athletic Programs to provide a competitive youth soccer development program, as well as hosting approximately 3-4 weekend tournaments annually, to best expand the travel, hospitality, and generate an economic benefit to the City. Based upon our extensive experience in youth competitive soccer and similar training programs, we are uniquely qualified to provide a comprehensive response to the project scope required to achieve the outcomes expected by the City of Pompano Beach.

In 2007, James Elder, formed the Pompano Beach Football Club – Hammerheads (PBFC), a non-profit, IRS 501 (c) (3) soccer organization, in cooperation with the Broward County Sheriff's Office Police Athletic League, since its inception, Mr. Elder enlisted the City of Pompano Beach Parks and Recreation Department for field support. The objective of the Club was to develop a soccer club and Premier Academy for the underserved residents of the City. Its sole purpose was to provide an atmosphere with excellent coaching for Elementary, Middle and High School, male and female student athletes looking to improve their soccer skills and at the same time emphasize the importance of education. Respect, education, discipline, integrity and love of the game is what PBFC is all about.

Since our inaugural season back in 2007, PBFC has over sixty-five (65) First Place Wins, eleven (11) National Competitions and four (4) World Championships.

Several of our alumni have gone to play division 1 college soccer at premier universities such as Clemson University; while others have benefited from the excellent training and life-skills that instills confidence, self-esteem and leadership skills by attending the Armed Forces Academy and working as Soccer Coaches for the Armed Forces in Europe.

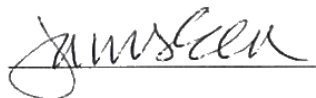
Our response is intended to highlight the breadth and depth of our team's experience, ability to communicate, training skills, and passion for the game. We are uniquely qualified for this specific engagement based on factors that include:

- PBFC has had a working relationship with Parks and Recreation staff for the City of Pompano Beach for eleven years. Working with the Department during the recreational program.
- PBFC is an integral part for the City's Recreational Soccer program supplying referees, coaching, and education.
- PBFC has sponsored numerous 3v3 tournaments bringing more than one thousand people to the area, thus providing a positive economic impact to the City.
- We have proven training processes and methodologies that include positive reinforcement, commitment to the organization, maintaining school grades, completing homework, and participation in all facets of training; these skills and abilities have demonstrated that the kids become a well-rounded athlete with excellent time-management skills.

If you have any questions or would like any additional information, please feel free to contact me at 954 461-4517 or at pbfc2007@aol.com. We are very passionate about the game, so this is a very exciting project for us, and we sincerely thank you for your consideration. We look forward to the opportunity to continue to serve the City of Pompano Beach and its residents.

Sincerely yours,

PBFC-PAL HAMMERHEADS

A handwritten signature in cursive script, appearing to read "James Elder", written over a horizontal line.

James Elder

President

1.0 – Athletic Program Background and Description

PBFC PAL HAMMERHEADS has been the youth soccer club for Pompano Beach, having Sports Agreements with the City since 2007. Created due to the lack of inexpensive soccer training in the North Broward area. Players have come from cities such as Deerfield Beach, Lighthouse Point, Oakland Park, Fort Lauderdale, Boca Raton, Margate, Coral Springs and Coconut Creek to enjoy excellent development training and tournament participation.

PBFC hopes and expectations are that coaching youth soccer for the City of Pompano Beach will be a treasured and rewarding experience. Coaches are extremely important, as they could determine the kind of experience the athletes will have with sports. PBFC takes coaching very seriously, as our coaches have the greatest responsibility as well as the greatest opportunity to guide and influence the student-athletes. Our coaches assume the role of teacher and mentor to the young people in their charge.

PBFC proposed soccer program is a year-round training program with approximately 6-8 weekend tournaments throughout the year. Our practices are held three (3) times a week: Mondays and Wednesdays from 6:00pm to 8:30pm and Saturdays from 10:00 to 12:30 or 5:00pm to 7:00pm (if summer temperatures are too high).

As an organization, the club is responsible for:

- Knowledge: It is the coaches' responsibility to be knowledgeable of the rules of the game and techniques for teaching the fundamentals of the sport. We use tactics and strategies that are appropriate for the age and skill levels of the players.

- Health/emergency Consent Forms: When the athletes join the club, they are provided with health forms to be filled by the parents and returned them in a timely manner. Coaches need to be familiar with pertinent information on every player in their care. The purpose of these forms is to gather information about the player's health condition and/or ailments like asthma, diabetes, heart problems, and allergies. Coaches do NOT administer medication.
- Uniforms / Equipment: PBFC is a non-profit youth-soccer organization, training uniforms are acquired through sponsorships and local business donations. Uniforms are issued to all registered athletes. The coaches ensure that the athlete wears his/her uniform correctly, and all proper safety equipment is in good working order.

Decorum

Disruptive and inappropriate behavior at practice will not be tolerated, and it will be handled as follows:

1st Offense – Warning from the coaches

2nd Offense – participant will be held out of practice while parent is called

3rd Offense – Dismissal from the team/club

History

Since our inception and in conjunction with the City of Pompano Beach Athletic Department, PBFC has enjoyed a healthy participation of kids predominantly residents of the City. Our average participation ranges from 100 to 120 kids annually with various age groups ranging from 5-18 years old, these numbers are limited due to City's on-going events, programs, and lack of soccer fields, also these numbers do not include the City's summer camp program.

PBFC enjoys a remarkable reputation with sports hosting companies and local media like Challenge Sports, Inc., North American Sports Group (dba Kick 3v3), and Sun Sentinel. Our competition history dates to 2007 until the present, where we have accrued over sixty-five (65) First Place Wins, eleven (11) National Championships and four (4) World Championships. Many of our alumni, have been the recipients of college scholarships, played in division 1 universities, and others work as soccer coaches in support of the Armed Forces families in Europe.

Since 2013, PBFC has been requested by the City of Pompano Beach to assist in the enhancement of their City Recreational Soccer Program, by aiding with coaching, education, and referees.

2.0 – Proposed Program Description and Marketing Plan

STRATEGIC ASSET VALUATION

Pompano Beach Football Club – Hammerheads held a strategic asset valuation session (SAV) with the City of Pompano Beach Parks and Recreation Department representatives back in 2008 to understand the mission and vision for the development of a competitive soccer program as well as the enhancement of the recreational one. The outcome of the session provided four overriding goals for planning the program:

PBFC soccer program appeals to all age groups and provide a place for congregation, operating with education goals in mind, and emphasizes in quality training while developing the players' skills.

MARKET ANALYSIS

Market and demographic characteristics specific to the City of Pompano Beach and Broward County were evaluated to gauge support levels and, along with SAV findings, served as the basis for what PBFC currently stands for. Some of the key findings are:

- There are nearly 110,000 residents in the City of Pompano Beach and about 720,000 in nearby communities within Broward County. Driving times to our current training facility (Community Park) is 15 minutes or less.
- 18% of the total population in Pompano Beach makes under \$15,000 per year, which translates to many kids not being able to participate in sports due to cost.

- The City offers strong transportation infrastructure, over 100 hotel rooms, and possesses many civic, recreational and cultural assets; coupled with beach surroundings and tropical climate all year round, can create ideal conditions for hosting small to medium-scale tournaments.

PROPOSED PROGRAM

Our proposed program is simple, we would like to continue to provide quality soccer training for the City of Pompano Beach as we have for the past 11 years. We are currently in our 11th season. Our 11th season started back in August 2017 and will end on May 2018, with training sessions on Mondays and Wednesday from 6pm to 830pm and Saturdays from 10am to 1230pm. The Saturdays' time may change to 5pm to 730pm weather permitting.

Our next season (12th) will commence on August 2018 through May 2019. See below a snippet of our proposed training schedule:

August 2018			September 2018		
Date and Day of the Week	Training Start	Training End	Date and Day of the Week	Training Start	Training End
01 – Wednesday	6:00 pm	8:30 pm	01 – Saturday	10:00 am	12:30 pm
04 – Saturday	10:00 am	12:30 pm	03 – Monday	6:00 pm	8:30 pm
06 – Monday	6:00 pm	8:30 pm	05 – Wednesday	6:00 pm	8:30 pm
08 – Wednesday	6:00 pm	8:30 pm	08 – Saturday	10:00 am	12:30 pm

and so on. . .

At the parents' request, during the school summer break, we continue to provide quality soccer training (unlike any other club in the area) at little to no cost, thus keeping the

players occupied, fit and less prone to get into trouble situations. We are right on track, as far as the number of participants for the upcoming season. We are projecting 110 registrations for the 2018-2019 season. The bulk of registrants occurs between the months of August and September and they tapered down as the season progresses.

MARKETING PLAN/STRATEGY

PBFC and the City of Pompano Beach conducted a demand and tournament analysis to identify the type and quantity of potential local users who could patronize PBFC training and other soccer organization hosted soccer tournaments. Demand from the local market is important for providing participants for skills camps, training, and league playing. In addition, tournaments generate “net new” economic benefits through non-local participants’ expenditures at local hotels, restaurants, and retail establishments while visiting for tournament play.

The demand analysis is designed to determine the number of potential local players who are interested in soccer, soccer training, and tournament play. PBFC utilized national-level data provided by the Sports and Fitness Industry Association (“SFIA”) to determine the estimated number of users for soccer. Additionally, PBFC utilizes the City’s recreational soccer numbers as well as PBFC’s own soccer participation numbers to have first-hand knowledge and a more valid indicator of the soccer user base.

PBFC and other tournament sponsoring organizations provided additional participation figures. As seen in Figure 2.1, PBFC has over 10,000 potential players that could either join the club, or simply participate in any and/or all events hosted by any of the organizations listed on Figure 2.1. The Club expects that

Organization	No. of Possible Participants
PBFC	1,920
Challenge Sports	3,600
Kick It	660
Disney	4,400
Total Potential Participants	10,500

Figure 2.1 – PBFC & Other Sponsoring Organizations

additional participatory interest will be expressed from local clubs once this effort is given additional publicity.

3.0 – Community Commitment

PBFC–Hammerheads was built predominately by the children of Pompano Beach and its surrounding communities. As such, we are fully committed to supporting our community, its residents, our players, coaches, and parents. We have provided the City more than 40 hours per year in support to the City’s athletic programs. Currently, we assist with the City of Pompano Beach Summer Camp (Soccer Weeks). This is normally a two-week program during the summer, where attendees are instructed the foundation of the game of soccer.

Furthermore, PBFC helps with the City’s Recreational Soccer Program, by providing expertise for player evaluations, coaching and referring numerous teams.

We are proud of this tradition of service and are pleased to continue to assist the City of Pompano Beach Athletic Programs.

[illegible]

	2018					2019						
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
24					X-Mas Eve							
25					X-Mas Day							
26												
27										Memorial		
28												
29												
30												
31												

Legend:

	Evening Practices (6P-8P)
	Day/Afternoon (10A-12N or 5P-7P)
	Break
	No Practice

5.0 – Qualification of Staff

PBFC coaches are required to attain a minimum of an “F” license from US Soccer. US Soccer is the National Governing board for soccer in the United States. In addition, all coaches with PBFC have annual background checks completed by the Broward Sheriff’s Office. This is mandatory by the Club as we are associated with the Police Athletic League (PAL).

**James Elder**

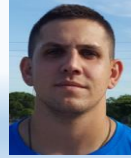
Head Coach
38 years of Coaching Experience
Grade “8” Referee
US Soccer “F” Licensed

**Lenny Taylor**

Technical Director
FIFA Instructor
English FA/CONCACAF Instructor
US Soccer “A” Licensed

**Mike Stuart**

Coach
10 years of Coaching Experience
US Soccer “F” Licensed

**Matthew Elder**

Coach
6 years of Coaching Experience
Grade “8” Referee
US Soccer “F” Licensed

**Sean Ridgley**

Coach
10 years of Coaching Experience
US Soccer “E” Licensed

**Tyler Townsend**

Coach
18 years of Coaching Experience
US Soccer “E” Licensed

6.0 – References

Mr. Al Genchi – President

Challenge Sports

2440 Michigan St.

Melbourne FL 32904

phone: (321) 676-1373

Email: challengesports@gmail.com / 3v3@challengesports.com

Mr. Mark Beaudreau – Recreation Program Administrator

City of Pompano Beach

Phone: (954) 786-4191

Email: mark.beaudreau@copbfl.com

Mr. Scott Moore – Recreation Manager

City of Pompano Beach

Phone: (954) 786-4148

Email: scott.moore@copbfl.com

Kevin Bolling – Deputy Sheriff (Ret.)

Broward Sheriff's Office

2601 West Broward Boulevard

Fort Lauderdale, FL 33312

Phone: (954) 765-4321

Email: nttinckevin@yahoo.com

7.0 – Litigation

PBFC has never being involved in any type of litigation since its inception in 2007.

8.0 – City Forms

Uploaded – Proposer Information Page Form

City of Pompano Beach, FL (Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Jeff English Purchasing Agent	Address	1190 NE 3rd Avenue Building C Pompano Beach, FL 33060	Address
Email	jeffrey.english@copbfl.com	Contact	Jeff English Purchasing	Contact
Phone	(954) 786-4098	Department		Department
Fax	(954) 786-4168	Building		Building
Bid Number	E-07-18 Addendum 1	Floor/Room		Floor/Room
Title	Youth Athletic Programs	Telephone	(954) 786-4098	Telephone
Bid Type	RFP	Fax	(954) 786-4168	Fax
Issue Date	1/26/2018 01:30 PM (ET)	Email	purchasing@copbfl.com	Email
Close Date	3/6/2018 02:00:00 PM (ET)			

Supplier Information

Company PBFC PAL HAMMERHEADS
 Address 1950 NE 6St #1842

 POMPANO BEACH, FL 33061
 Contact JAMES ELDER
 Department
 Building
 Floor/Room
 Telephone (954) 941-4038
 Fax
 Email PBFC2007@AOL.COM
 Submitted 2/22/2018 09:45:45 AM (ET)
 Total \$0.00

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).

Signature James R. Elder

Email pbfc2007@aol.com

Supplier Notes

PBFC has provided this service to the City, for the children of indigent parents and those that want to further their knowledge and skills of the game. We turn away no child.

Bid Notes

The City is seeking proposals from qualified firms to provide youth athletic programs to the City.

The City will receive sealed proposals until 2:00 p.m. (local), February 26, 2018. 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 and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

The City shall make an award to one proposer per athletic discipline. In case of multiple proposals for a discipline (e.g. soccer, baseball, lacrosse, etc.) the highest rated proposal shall receive the award. The City reserves the right to rent facilities at times not being used by awarded proposers.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Small Business Enterprise	Is your company a Small Business Enterprise? (If yes, upload a copy of your certification to the Response Attachments tab.)	No
2	Local Business	Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.)	Yes
3	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.	No
4	Terms & Conditions	Check the box indicating you agree to the terms and conditions of this solicitation.	Agree

Line Items		
Response Total:		\$0.00

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY 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 _____