Bollettieri Inc.
8821 Froude Avenue,
Surfside, Florida 3315450
Tel 786-473-3658
Email jimmyb55@mac.com

BOLLETTIERI
Experience

NOVEMBER 3, 2016

City of North Miami Beach Procurement
Management Division
Attention: Purchasing Supervisor,
Meghan Cianelli Bennett,
17011 N.E. 19th Avenue, 3rd Floor,
North Miami Beach, FL 33162

Dear Meghan,

Please find attached a copy of Bollettieri Inc.'s RFP response to enter into a joint relationship with the City Of North Miami Beach to operate the North Miami Beach Judge Arthur I. Snyder Tennis Center.

Attached is a PowerPoint reflecting a plan for the center should the City choose to proceed with BI. It also includes brief bios on myself and the individuals that will be joining me in this venture. You will see from the background that we are very capable and able to develop what we think will be a dynamic concept blending educational and sport programs (initial activities around the tennis) for the citizens of North Miami Beach, as well as, for the large population of international travelers in the immediate area. These programs once established and stabilized will provide scholarship opportunities for deserving young individuals (details TBD), programs for junior, adults and professionals and will provide value add and brand identity for the citizens and City of North Miami Beach.

I also touched on the the possibilities of future investment in facilities at the park on the part of BI, singularly or in conjunction with the City for the purpose of discussion.

I appreciate the opportunity and look forward to CNMB's response.

Warm regards,

Jimmy Bollettieri

PRESIDENT

Judge Arthur I. Snyder Tennis Center

PROPOSAL TO OPERATE BY BOLLETTIERI / BREUNICH / JARAMILLO

Former Students

- ✓ Jim Courier
- ✓ Anna Kournikova
- ✓ Monica Seles
- ✓ Andre Agassi
- ✓ Pete Sampras
- ✓ Maria Sharapova

Bollettieri Breunich Jaramillo

- ✓ Built Nick Bollettieri Tennis Academy
- ✓ Seguso Bassett Tennis Academy
- ✓ Evert Tennis Academy
- ✓ IMG Academy
- ✓ Club Med Academies

Proposed Initiative

To develop a tennis operation that blends typical municipal park, academy, and educational functionality, providing a platform for skill development, competitive competence and social/cultural awareness. Targeted market segments include junior, adult, professional and family individuals. Active learning concept that is individual centric providing programming to the surrounding area residents, visiting tourist, and deserving neighborhood youth.

Tennis And Educational Instructional Programming

Tennis Programming (Phase I)

Adult Active (Adult

Full Time Non-Boarding (Junior)

Full Time Local (Junior)

Junior Week Non-Boarding

Membership Resident

Membership Non Resident

Court Fees Resident

Court Fees Non-Resident

Court Fees Lights

Leagues

Tournaments

Private Lessons

Educational Adjunct Skill Programming (Phase II)

Math

Coding

Engineering

Thinking

Writing

Reading

Languages

Communication

Voice/Music

Instrument

Acting

Film

Art

Revenue / Program Assumptions

Revenue Assumption Table						Year 1		Year 2		Year 3		Year 4		Year 5	
Categories	Qty /Pkge	Price Per Day	Pkge Price	Max Qty	Ext Max Rev	Capture	Qty	Capture	Qty	Capture	Qty	Capture	Qty	Capture	Qty
Active Programming (Adult)	6	$175.00	$1,050	780	$819,000	10%	78	20%	156	25%	195	27%	211	32%	250
Full Time Boarding (Junior)	286	$167.00	$47,762	0	$0	60%	0	70%	0	80%	0	90%	0	100%	0
Full Time Non Boarding (Junior)	286	$87.00	$24,882	80	$1,990,560	10%	8	20%	16	30%	24	40%	32	50%	40
Local Full Time (Junior)	286	$35.00	$10,010	75	$750,750	50%	38	60%	45	70%	53	80%	60	90%	68
Junior Week Boarding (Junior)	6	$175.00	$1,050	0	$0	10%	0	20%	0	30%	0	40%	0	50%	0
Junior Week Non Boarding (Junior)	6	$175.00	$1,050	600	$630,000	10%	60	15%	90	20%	120	30%	180	50%	300
Education Adjunct Programs	0	$35.00	$0	100	$0	50%	50	15%	15	20%	20	30%	30	50%	50
Membership Resident	365	$0.45	$164	200	$32,850	50%	100	60%	120	70%	140	80%	160	90%	180
Membership Non-Resident	365	$0.45	$164	201	$33,014	50%	101	60%	121	70%	141	80%	161	90%	181
Court Fees Resident	1	$6.00	$6	64386	$386,316	10%	6439	15%	9658	20%	12877	25%	16097	30%	19316
Court Fees Non-Resident	1	$8.00	$8	27594	$220,752	10%	2759	15%	4139	20%	5519	25%	6899	30%	8278
Court Fees Lights	1	$2.00	$2	52560	$105,120	10%	5256	15%	7884	20%	10512	25%	13140	30%	15768
League Fees	8	$0.45	$4	204	$734	450%	918	60%	122	70%	143	80%	163	90%	184
Tournaments	1	$100.00	$100	1000	$100,000	30%	300	40%	400	50%	500	60%	600	70%	700
Private Lessons	1	$65.00	$65	5000	$325,000	10%	500	20%	1000	30%	1500	40%	2000	50%	2500
Total Tuition					$5,394,097										
Other Income	As % of Tuition Revenue			5%	$269,705	10%	26,970	20%	53,941	30%	80,911	40%	107,882	50%	134,852
(Consist of items such as Transportation, Registration Fees, Laundry Income, Video, College Placement, CM Commission on Stay, Tournament, Sponsorship, Miscellaneous)															
Total Revenue					$5,663,801										

Expense Assumptions

Material Expense Assumptions:					Extend Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Cost of Services										
Educational Programming Fee	% of Ed Revenue			30%	$0	50%	15%	20%	30%	50%
Commission North Miami Beach	% of Revenue			10%	$566,380	0%	0%	0%	0%	0%
Total Cost Of Services					$566,380					
Payroll Related Costs			Rate	Quantity	Extend Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Director/Head Coach			$80,000	1	$80,000	75%	80%	90%	100%	100%
Coach			$40,000	8	$320,000	40%	70%	80%	90%	100%
Performance Trainer			$40,000	1	$40,000	50%	50%	100%	100%	105%
Administrator			$40,000	2	$80,000	50%	50%	100%	100%	105%
Sales Coordinator			$35,000	1	$35,000	100%	100%	100%	100%	100%
Total Wages					$555,000					
Payroll Taxes and Benefits		18%			$99,900					
Total Payroll		Total Head Count		13	$654,900					

Profit and Loss Forecast (Revenue)

North Miami Beach /Judge Arthur Tennis Center	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue					
Active Programming (Adult)	$81,900.00	$163,800.00	$204,750.00	$221,130.00	$262,080.00
Full Time Boarding	$0.00	$0.00	$0.00	$0.00	$0.00
Full Time Non Boarding	$199,056.00	$398,112.00	$597,168.00	$796,224.00	$995,280.00
Full Time Local (Junior)	$375,375.00	$450,450.00	$525,525.00	$600,600.00	$675,675.00
Junior Week Boarding	$0.00	$0.00	$0.00	$0.00	$0.00
Junior Week Non Boarding	$63,000.00	$94,500.00	$126,000.00	$189,000.00	$315,000.00
Educational Adjunct Programming	$0.00	$0.00	$0.00	$0.00	$0.00
Membership Resident	$16,425.00	$19,710.00	$22,995.00	$26,280.00	$29,565.00
Membership Non-Resident	$16,507.13	$19,808.55	$23,109.98	$26,411.40	$29,712.83
Court Fees Resident	$38,631.60	$57,947.40	$77,263.20	$96,579.00	$115,894.80
Court Fees Non-Resident	$22,075.20	$33,112.80	$44,150.40	$55,188.00	$66,225.60
Court Fees Lights	$10,512.00	$15,768.00	$21,024.00	$26,280.00	$31,536.00
League Fees	$3,304.80	$440.64	$514.08	$587.52	$660.96
Tournaments	$30,000.00	$40,000.00	$50,000.00	$60,000.00	$70,000.00
Private Lessons	$32,500.00	$65,000.00	$97,500.00	$130,000.00	$162,500.00
Tuition Income	$889,286.73	$1,358,649.39	$1,789,999.66	$2,228,279.92	$2,754,130.19
Other Income	$26,970.48	$53,940.97	$80,911.45	$107,881.93	$134,852.42
Total Revenue	$916,257.21	$1,412,590.36	$1,870,911.10	$2,336,161.85	$2,888,982.60

Profit and Loss Forecast (Expense)

Expense		Year 1	Year 2	Year 3	Year 4	Year 5
Cost of Goods						
Educational Programming Fee		$0.00	$0.00	$0.00	$0.00	$0.00
Commission to City of North Miami Beach	10%	$91,625.72	$141,259.04	$187,091.11	$233,616.19	$288,898.26
Room & Board Athletes/Coaches		$0.00	$0.00	$0.00	$0.00	$0.00
Total Cost of Goods		$91,625.72	$141,259.04	$187,091.11	$233,616.19	$288,898.26
% of Revenue		10%	10%	10%	10%	10%
Payroll Related Expense						
Director/Head Coach		$60,000.00	$64,000.00	$72,000.00	$80,000.00	$80,000.00
Coaches		$128,000.00	$224,000.00	$256,000.00	$288,000.00	$320,000.00
Administrator		$40,000.00	$40,000.00	$80,000.00	$80,000.00	$84,000.00
Sales Coordinator		$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00
Total Wages		$263,000.00	$363,000.00	$443,000.00	$483,000.00	$519,000.00
Plus Benefits	18%	$47,340.00	$65,340.00	$79,740.00	$86,940.00	$93,420.00
Total Payroll		$310,340.00	$428,340.00	$522,740.00	$569,940.00	$612,420.00
% of Revenue		34%	30%	28%	24%	21%
Operating Expense						
Operating Expense	22%	$201,576.59	$310,769.88	$411,600.44	$513,955.61	$635,576.17
CMA Overhead Charge	10%	$91,625.72	$141,259.04	$187,091.11	$233,616.19	$288,898.26
Total Operating Expense		$293,202.31	$452,028.91	$598,691.55	$747,571.79	$924,474.43
Total G&A	10%	$91,625.72	$141,259.04	$187,091.11	$233,616.19	$288,898.26
Total Expense		$786,793.75	$1,162,886.99	$1,495,613.77	$1,784,744.16	$2,114,690.95
Net Income & Distribution						
Net Income		$129,463.46	$249,703.37	$375,297.33	$551,417.69	$774,291.65
% of Revenue		14%	18%	20%	24%	27%

City Scholarship For Deserving Young Individuals

1. 16 students per day 72 students per week
2. 1.5 hours per day M, Tu, W, Th, Fr, Sa
3. BI will have grading sessions to place students according to talent
4. BI will apply the same format when the adjunct Academics and Arts become operational
5. BI will provide 50% discount on all tournament applications for the deserving student athletes

Investment Consideration

Investment Considerations					Cost	Year 1	Phase	Year 3	Year 4	Year 5
Working Capital					$200,000	$200,000	$0	$0	$0	$0
Hard Court Resurfacing					$30,000	$0	$20,000	$10,000	$0	$0
Current Club House Rehab Exterior / Interior					$200,000	$0	$0	$200,000	$0	$0
Future Investment Multi-Purpose (4,000 square Foot Structures) Building 1					$320,000	$0	$0	$0	$320,000	$0
Future Investment Multi-Purpose (4,000 square Foot Structures) Building 2					$320,000	$0	$0	$0	$0	$320,000
Future Investment Multi-Purpose (4,000 square Foot Structures) Building 3					$320,000	$0	$0	$0	$0	$320,000
Total Investment					$1,390,000	$200,000	$20,000	$210,000	$320,000	$640,000

Bollettieri Inc. “BI” Operational Commitments

- ✓ Prepare annual business strategy (budget, sales, marketing, promotion, etc.)
- ✓ Hire all personnel (all personnel will be employees of BI)
- ✓ Keep, prepare and manage the books and bank accounts of the operation
- ✓ Hold regular meetings with CNMB designated officials
- ✓ Prepare annual reports and other as designated by CNMB
- ✓ BI will operate independently of the city except required by the agreement between the parties
- ✓ BI will work with CNMB to develop Scholarship Programs for deserving youth. Parties will mutually agree on the quantity and nature of these offerings
- ✓ BI will be responsible for all operational Revenue and expense

City Of North Miami Beach, “CNMB” Operational Commitments

- ✓ Responsible for review and sign off of BI annual strategic plan
- ✓ All Cap Ex Maintenance and related soft costs (drainage, parking, tree trimming, landscape, fencing, etc.)
- ✓ Monthly sure up with BI
- ✓ Hold regular meetings with BI
- ✓ Pay any and all taxes and insurance exclusive BI related operations tax and insurance
- ✓ Promote market the center in all CNMB marketing and outreach initiatives and channels of distribution

Future Facilities Concept (Ed, Fitness, Spa)

Bollettieri Experience

Budgets, Bank Accounts and Collections

- ✓ Contemporaneously with the delivery of the Business Strategy for each year, CNMB and BI shall work together to prepare the budget ("CNMBP Budget") for the following calendar year containing projections of BI Revenues, CNMB Expenses, and BI Operating Expenses. Final decisions regarding the Budget shall be mutually agreed upon by the parties, in form and substance to be mutually acceptable by the parties hereto.

- ✓ CNMB agrees to be responsible for all Capital Maintenance and Capital Expenditure associated with facilities at CNMBP. CNMB will also be responsible for the utilities (water and electric) grounds, tennis courts, nets, parking lots, lights, etc., all property infrastructure within the CNMBP property.

- ✓ BI will be responsible for all BI expenses associated with the staffing and operation of the BI programs run and operated on behalf of CNMB.

- ✓ BI shall collect all BI Revenues and all sums otherwise due with respect to the operations of CNMBP in the ordinary course of business (it being understood that BI shall not be responsible for initiating any legal process with respect thereto). BI shall keep detailed records of all bills and invoices for services, work and supplies contracted for in connection with the operation of BI in accordance with the Agreement, and shall be responsible for paying all such bills and invoices, unless such bills are contested in good faith.

Promotional Rights

- ✓ CNMB grants to BI the right to use the name and likeness of City of North Miami Beach in its marketing, promotional, and merchandising material
- ✓ BI grants to CNMB the right to use the name and likeness of Bollettieri, Breunich and Jaramillo in its marketing, promotional, and merchandising material
- ✓ All such rights are subject to approval by each party

Exclusivity, Non-Competition, Non-Solicitation

- ✓ BI will have the exclusive right to operate full time, school semester, school year and short time weekly, junior, adult, professional and family, non-boarding programs under BI at CNMBP

- ✓ CNMB further agrees that it will not solicit any BI and/or BI customers, employees or BI affiliates or partners involved directly or indirectly in BI at any time during the Term of the Agreement and for a period of two (2) years after the expiration of the Agreement

Insurance and Indemnification

- ✓ Both parties agree to indemnify one another language to be further defined in the agreement
- ✓ Both parties agree to name one another as additionally insured

Fees, Service Fees, Schedule Of Payments, Contract Term, Investment

- ✓ BI will pay on a monthly basis the greater of utilities costs (not to exceed at $4,000 per month) or 10% of Program Revenues
- ✓ The contract term and extensions per the RFP.
- ✓ In the event CNMB and BI agree on future investment the parties CNMB will agree to adjust the initial agreement to a more appropriate term

BI Operators

James Bollettieri

- ✓ Founding member of the world renowned Nick Bollettieri Tennis Academy.
- ✓ Director of Bollettieri summer camps from 1980-1988.
- ✓ Director of Bollettieri corporate events worldwide, including IBM Golden Circle, Itel, etc.
- ✓ Travelling coach for top 100 ATP tour players including: Jim Courier (former #1in the world and Hall of Fame player), David Wheaton, Mark Knowles, Chris Garner, Martin Blackman.
- ✓ Principal and Head Tennis Director of GSI Bollettieri at Flamingo Park (South Beach) and North Shore (Miami Beach) - thirty five courts and staff of (25). Created and managed all clinics, tennis programs and recreational camps at both facilities, servicing a local regional and international clientele with annual revenues of $800,000.
- ✓ Professional photographer for sports and music personalities, published in leading books, journals and magazines, with exhibitions throughout the world. Subjects include some of the world's greatest talents such as: Bjorn Borg, Jimmy Connors, John McEnroe, Pete Sampras, Andre Agassi, Roger Federer, and Rafael Nadal, with cover spreads for Tennis Channel, ESPN and placements in the US Open, Sony Ericsson, and elsewhere.
- ✓ Bachelor of Arts in Photography from the University of Miami in 1984

Gregory C. Breunich

- ✓ Founder, Principal, Chief Executive Officer of Club Med Academies (Current).
- ✓ Former Senior Vice President IMG (27 years), former Managing Director IMG Academies (30 years), Managing Partner/minority interest, IMG Academy LLP.
- ✓ Co-founder of Nick Bollettieri Tennis Academy,
- ✓ Founder, David Leadbetter Golf Academy, IMG Soccer Academy, IMG Academies (Basketball, Swim, Baseball), IMG International Performance Institute, IMG Academy (Pendleton School), Bollettieri Sports Medicine Institute, IMG Mountain Sports Academy (Speed Skiing, Snow Boarding, Free Style), Bollettieri Development Co., Academy Park Development Company, IMG Academy Golf and Country Club, Legends Bay Development Co., Legends Cove Development Co.,
- ✓ Co-Developed Sagemont Online High School (University of Miami Online High School later re-named Kaplan Online High School) & Virtual Sage (online academic curriculum publishing company),
- ✓ Co-Founder Ashe Bollettieri Cities Program (w/Arthur Ashe, Nick Bollettieri) later to become Safe Passage Foundation,
- ✓ Managed supervised IMG's 48% interest in Chris Evert Tennis Academy,
- ✓ Founder Med Group Development Company.
- ✓ Achieved $60 million in annual tuition and $80 million of real estate annual revenues during term at IMG Academies

Gabriel Jaramillo

- ✓ Currently Tennis Director, Club Med Academies, Florida, USA.
- ✓ Trained eight #1 and twenty seven top 10 players in the world including Agassi, Courier, Sampras, Seles, Sharapova, Rios, Nishikori, Kournikova, Haas, Krickstein, Zuluaga, Lucic, and Stevenson). Coached players in all Grand Slam events (French Open, Wimbledon, Australian Open, US Open).
- ✓ Tennis Director, IMG-Bollettieri Tennis Academy (1985 until 2009). Nick Bollettieri's right-hand man.
- ✓ Special advisor to the Morita Tennis Foundation Japan, Colombian Tennis Federation, Brazilian Tennis Federation (CBT), Aruba Tennis Federation.
- ✓ Motivational Speaker for Club Med, Discovery Channel, Worldcity CEO Group Propal, International Tennis Federation World and Regional Conferences, USPTA Conference and RPT Conference.
- ✓ Placed thousands of academy students in top colleges and universities valued at millions of dollars.
- ✓ Master clinician with annual clinic tours for players and coaches in 32 countries.

BI References

Mark Fisher
- ✓ Phone - 516-680-3056

Rony Siekaly
- ✓ Phone - 305-766-0777

Jimmy Resnick
- ✓ Phone - 305-673-4981

Polly Grunfeld Sack
- ✓ Phone 585 - 598- 0032

Peter Duvinage
- ✓ Phone 011-49-171-7515513

Molly Menard
- ✓ Phone 310-892-8852

Albert Hannemann
- ✓ 310-350-5512

Nick Bollettieri
- ✓ Phone 941-201-8033

RFP Answers To The Questions And Signed And Notorized Documents

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Firm Submitting Proposal

REQUEST FOR PROPOSALS

RFP NO:	**2016-07**	
TITLE:	**Operational Management Services for the Arthur I. Snyder Tennis Center**	
ADVERTISEMENT:	**Tuesday, September 27, 2016**	
NON-MANDATORY PRE-PROPOSAL CONFERENCE AND WALK-THROUGH:	**Wednesday October 19, 2016** **16851 West Dixie Highway** **North Miami Beach, FL 33162**	**TIME: 10:00 AM**
DEADLINE FOR QUESTIONS:	**Thursday, October 20, 2016**	**TIME: 5:00 PM**
SUBMISSION DUE DATE:	**Thursday, November 3, 2016**	**TIME: 2:00PM**
SUBMIT TO:	**PROCUREMENT MANAGEMENT DIVISION** **ATT: Meghan Cianelli Bennett** **17011 NORTH EAST 19th AVENUE, ROOM 315** **NORTH MIAMI BEACH, FLORIDA 33162**	
1ST REVIEW COMMITTEE MEETING:	**November 2016** **CITY HALL 2ND FLOOR COUNCIL CHAMBERS** **17011 NE 19 Avenue, North Miami Beach, FL 33162**	

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CITY OF NORTH MIAMI BEACH
RFP NO. 2016-07
REQUEST FOR PROPOSALS
Operational Management of the City North Miami Beach Judge Arthur I. Snyder Tennis Center

Tuesday, October 04, 2016

Dear Potential Respondent:

The City of North Miami Beach, FL invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST Thursday, November 3, 2016**, for **RFP No. 2016-07 Operational Management Services for the City North Miami Beach Judge Arthur I. Snyder Tennis Center.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.citynmb.com/purchasing or at DemandStar.com.

The City is seeking proposals from qualified firms to provide professional facility and operational management services for the **Judge Arthur I. Snyder Tennis Center** in accordance with the scope of services and requirements stated herein. The selection of the successful respondent(s) shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses.

A non-mandatory facility walk-through and pre-proposal meeting will be held at the **Judge Arthur I. Snyder Tennis Center, 16851 West Dixie Highway, North Miami Beach, FL 33162 at 10:00 AM EST on Wednesday, October 19, 2016**. Prospective respondents are encouraged to attend the meeting. Representatives of the City will be present to discuss the solicitation. The Procurement Division will transmit to all prospective plan holders of record such addenda as deemed necessary in response to questions arising at the meeting. Oral statements may not be relied upon and will not be binding or legally effective.

Questions regarding this solicitation shall be submitted in writing to bids@citynmb.com no later than 5:00 PM on Thursday, October 20, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package, Three (3) duplicate copies of said package and Four (4) flash drive or CD copy**, to the **City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above. All packages shall be clearly marked "***RFP No. 2016-XX* Operational Management Services for the City North Miami Beach Judge Arthur I. Snyder Tennis Center**. The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline**. Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the City Hall 2nd Floor Council Chambers on the due date/time noted above. The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Meghan Cianelli Bennett
Purchasing Supervisor
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Contract Manager and approved by the City Manager and/or City Council.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: North Miami Beach's City Manager or her designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be

determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed",** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

2. VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.Citynmb.com/Purchasing to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.Citynmb.com.

3. CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to bids@Citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Council, the City Manager and

his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Management Division at bids@Citynmb.com.

4. BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.

C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

5. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of North Miami Beach is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

6. DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The City shall be the sole judge of equality and its decision shall be final.

7. SUBMISSION OF BIDS

A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Purchasing Supervisor, Meghan Cianelli Bennett, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid title shall be placed on the outside of the envelope.

B. Bids must be submitted on the forms furnished. **E-mailed and facsimile bids will not be considered.** Bids shall be dated and time stamped in Room 315 prior to bid opening. Bidders shall have sole responsibility of insuring delivery of

bids on time and to the proper location.

C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope.

D. Bids should be submitted in duplicate per the requirements stated herein. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

8. ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

9. REJECTION OF BIDS

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

10. WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

11. LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

12. CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Technical Specifications, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

13. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Chief Procurement Officer by 5:00 PM on Friday, May 22, 2015.

14. INVOICING/PAYMENT

Contractors must submit invoices regularly and for no more than 30-day periods. All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

15. DISCOUNTS

A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

16. COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of

contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

17. NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City:

Contract Manager
City of North Miami Beach
Attention: Paulette Murphy, Director Parks & R.E.C.
Phone: (305) 948-2967 Fax: (305) 957-3502
E-mail: paulette.murphy@citynmb.com
and,

To the Chief Procurement Officer
Joel Wasserman, CPPO
Chief Procurement Officer
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946 Fax: (305) 957-3522
Email: bids@citynmb.com
and,

To the City Attorney
Jose Smith
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939 Fax: (305) 787- 6004
Email: jose.smith@citynmb.com

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

18. EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of North Miami Beach. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

19. AWARD OF BID

The Evaluation Committee will make a recommendation based upon a "best value to the City" evaluation. The City reserves the right to award to more than one proposer. The City reserves the right to award contracts on a Primary or Secondary basis. The successful proposer(s) shall be notified in writing of award.

20. BID PROTESTS

The City shall provide notice of its intent to award or reject all bidders by posting such notice on the City's website within two (2) working days after the posted Evaluation Committee meeting.

The bidder must file a notice of protest in writing to the Chief Procurement Officer within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest. The notice of protest must be either, hand-delivered and date and time stamped by the Procurement Division, or sent via certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the

award of bid.

A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.

B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

C. Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.

D. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious threat to the public health, safety, or welfare.

E. Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either hand-delivered and date and time stamped by the City Manager's Office, or sent via certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager will be final and submitted with his/her recommendation to the City Council if the award exceeds $50,000.00.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest, a cashier's check made payable to the City of North Miami Beach in an amount equal to (one) 1% percent of the City's estimate of the total amount of the contract or $5,000, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes nonrefundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check without deduction, to the person or entity filing the protest.

21. AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

22. DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

A. Poor performance or default, in the City's opinion, on previous contracts with the City.

B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

23. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

24. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

25. FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

26. COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous

understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

27. MAINTAINING BID STATUS

To be retained on the active bidders list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

28. PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

29. PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the City shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

30. REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal (RFP) or Request for Qualifications (RFQ) every reference to a “bid” or “bidder” shall be and mean the same as “proposal” or “proposer”.

31. EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the RFP to which the Bidder took exception to (as said term and/or condition was originally set forth on the RFP.)

32. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify and hold harmless the City its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions

shall survive the expiration or termination of this contract.

33. COPELAND "ANTI-KICKBACK"
Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

34. CONFLICT OF LAW
If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

35. INTERPRETATION OF THE APPROXIMATE QUANTITIES
The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

36. QUANTITIES
The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder.

37. DELIVERY, INSPECTION & TITLE
Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

38. WARRANTY
Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

39. CLAIMS
Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

40. CONTRACT RENEWAL
Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

41. MODIFICATION OF CONTRACT
The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

42. SAFETY DATA SHEET (SDS)
Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the City.

43. CONDITION OF MATERIALS AND PACKAGING
All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

44. SAMPLES
Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

45. PUBLIC ENTITY CRIMES
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a

public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

46. DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

47. DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

48. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

49. RESERVED

50. ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

51. GREEN PROCUREMENT POLICY

PURPOSE

The purpose of this policy is to ensure that the City of North Miami Beach departments purchase recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the City.

The City recognizes that the products and services the City buys have inherent social, human, health, environmental and economic impacts; thus the City should make procurement decisions that consider the reduction of its environmental footprint and promote practices that improve human health, and conserve natural resources.

POLICIES

GENERAL POLICIES

The City encourages its Departments and their staff to be innovative and demonstrate leadership by incorporating progressive and best-practice sustainability specifications, strategies and practices in procurement decisions.

Departments shall buy recycled and other environmentally preferable products whenever practicable.

The City shall require its contractors and consultants to use recycled and other environmentally preferable products whenever practicable.

The City shall promote the use of recycled and other environmentally preferable products by publicizing its environmental purchasing policy and its implementation, consistent with this policy.

The City shall communicate its commitment to sustainable procurement by modeling the best product and services choices to citizens, other public agencies and private companies.

The Purchasing Division will take the lead in including environmentally preferable product specifications in bid documents and district contracts, as appropriate.

The City shall aim to maximize the proportion of goods and services that come from local providers with acceptable environmental practices, thereby reducing the environmental impact of transportation wherever feasible and supporting a sustainable local economy.

The City shall seek opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

The City shall encourage and promote both local and national companies to bring forward emerging and progressive sustainable products and services, by being a consumer of such products and companies.

RESPONSIBILITIES OF THE PURCHASING DIVISION

Preparing or revising bid documents and contract language where necessary to implement this chapter;

Researching opportunities for procurement of recycled and other environmentally preferable products and communicating these to appropriate county departments for evaluation and purchase;

Collecting data on purchases by departments of recycled and other environmentally preferable products; and

Preparing and submitting a report to the City Manager each year by March 31, describing the progress of departments in implementation of the environmental purchasing policy, including the following elements:

A. Quantities, costs and types of recycled and other environmentally preferable products purchased;
B. A summary of savings achieved through the purchase of recycled and other environmentally preferable products;
C. A summary of program promotional efforts; and
D. Recommendations for changes in procurement policies.

RESPONSIBILITIES OF DEPARTMENTS

Assigning appropriate personnel to evaluate opportunities for buying recycled and other environmentally preferable products reflected in federal guidance or communicated by Purchasing Division.

Purchasing recycled and other environmentally preferable products whenever practicable; and

Seeking opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

RULES AND REGULATIONS FOR PROCUREMENT OF PAPER PRODUCTS

Departments shall buy recycled or other environmentally preferable paper whenever practicable.

Departments shall use recycled paper for all imprinted letterhead paper and business cards.

Departments shall publicize the City's use of recycled paper by including a recycling logo and an indication of recycled content on all printed material, to the extent practicable.

Departments shall use both sides of sheets of paper whenever practicable.

Departments shall require all contractors or consultants submitting proposals to use recycled paper and use both sides of sheets of paper whenever practicable.

RULES AND REGULATIONS FOR PROCUREMENT OF LUBRICATING AND FUEL OILS

Departments shall purchase environmentally preferable oils whenever practicable.

When departments specify re-refined lubricating oil in procurements, they shall purchase re-refined oil if the price is no more than ten percent higher than the price of non-re-refined oil.

DEFINITIONS

Environmentally Preferable Product: A product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, fabrication, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. This term includes, but is not limited to, recyclable products, recycled products, and reusable products.

EXEMPTIONS

Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a

reasonable price in a reasonable period of time.

GREEN PURCHASING RESOURCES

The Purchasing Division shall maintain and distribute to staff a list of resources and educational materials regarding accessing and purchasing environmentally preferable products. Some of these resources include the following:

A. U.S. Communities Going Green Program is the one-stop source for public agency access to a broad line of responsible purchasing products, services and resources. In addition to comprehensive contracts that offer eco-friendly products, agencies will find a wealth of valuable information and resources that will help lower the environmental impact within the community and will assist in making educated decisions about the products an agency purchases. http://www.gogreencommunities.org/

B. U.S. EPA Environmentally Preferable Purchasing (EPP): http://www.epa.gov/epp/

C. The Responsible Purchasing Network (RPN) is a national network of procurement-related professionals dedicated to socially responsible and environmentally sustainable purchasing. http://www.responsiblepurchasing.org/

D. ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping to save money and protect the environment through energy efficient products and practices. http//www.energystar.gov/

E. Electronic Product Environmental Assessment Tool (EPEAT) is a system to help purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes. http://www.epeat.net

ANNUAL REVIEW OF POLICY

The City shall annually review its Green Procurement Policy to evaluate the following: its effectiveness, savings, potential changes, and expansion of policy to reflect national trends and best practices.

52. INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.** Add: Uninsured Motorist Coverage?

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest

edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

53. CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's "Bid's & RFP's" page, which can be found at: www.citynmb.com/Purchasing.

54. DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most competitive, shall be submitted to the City of North Miami Beach's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the bid, which is, in the sole opinion of the City Council of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this bid constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

55. CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

56. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. Last addendum issued
B. General Terms and Conditions
C. Special Conditions
D. Scope of Services
E. Contractor's Proposal

57. NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

58. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before City's approval of this Contract shall be at the Contractor's risk and expense.

59. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

60. GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to City upon the request of the City for five years after the date of acceptance of the project by the City, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for work performed does not constitute a waiver of this guarantee.

61. MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person

performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

62. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

63. AUTHORITY OF THE CITY'S CONTRACT MANAGER

A. The Contractor hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Contractor and the Contract Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these

procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

64. MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

65. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

66. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

67. SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were

employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

68. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

69. SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

70. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the City, the receipt and

adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the City's materials and property;

3. Cancel orders;

4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

71. EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain

the approval of the City where required by the Agreement;

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

72. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A.Lost revenues;

B.The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C.Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

73. PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from

providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

74. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of North Miami Beach is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter “Computer Software”). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the contractors’ employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

75. PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose

and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to,

E. the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

76. VENDOR APPLICATION AND FORMS

Contractor shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Ordinance 00-1, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

77. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

D. Environmental Protection Agency (EPA), as applicable to this Contract.

E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take

any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

78. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

79. CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Contract Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Contract Manager in regard to remedying the situation.

80. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City, except as may be required by law.

81. BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

82. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

83. SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

84. CANCELLATION FOR UNAPPROPRIATED FUNDS

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

85. ASBESTOS STATEMENT

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

86. VERBAL INSTRUCTIONS PROCEDURE

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

87. COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first five years of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

88. PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully

complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

89. NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

90. E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

91. FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

92. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

93. ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

94. LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Miami-Dade County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

95. SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

1. NON-MANDATORY FACILITY WALK-THROUGH AND PRE-PROPOSAL MEETING

A non-mandatory facility walk-through and pre-proposal meeting will be held at the **Judge Arthur I. Snyder Tennis Center, 16851 West Dixie Highway, North Miami Beach, FL 33162 at 10:00 AM EST on Thursday, October 6, 2016.** Prospective respondents are encouraged to attend the meeting. Representatives of the City will be present to discuss the solicitation. The Procurement Division will transmit such addenda as deemed necessary in response to questions arising at the meeting. Oral statements may not be relied upon and will not be binding or legally effective.

2. COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for at least five years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

3. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits.. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

4. CONTRACT TERM

The City intends to issue a three (3) year contract with two (2) options to renew at one (1) year each with awarded firm.

5. REQUESTS FOR INFORMATION

Any questions regarding the specifications shall be addressed to the Purchasing Supervisor by the deadline stated herein for receiving questions via e-mail at bids@citynmb.com.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

6. SCHEDULE OF EVENTS

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	09/27/2016
Non-Mandatory Site Visit and Pre-Proposal Meeting	10/19/2016
Last Date Receipt of Questions (by 5:00 pm EST)	10/20/2016
Proposals Due (2:00 pm EST)	11/03/2016
Evaluation Committee Review Meetings	November 2016
Oral Interviews with Finalists / Selection of First Ranked Proposer by	November 2016
City Council Resolution to Negotiate and/or Award	November 2016

7. VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications".

If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

8. VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Contractor is an independent contractor and not an agent of City. The Contractor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

9. PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Contract Manager or designee.

10. CONTRACTOR'S REPRESENTATIONS

Contractor must familiarize itself with the nature and extent of the Contract Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Contractor must give Contract Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Contract Manager is acceptable to Contractor.

11. PERSONNEL

Contractor's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. Back ground checks are required. The City reserves the right to request the same of Subcontractors.

12. EVALUATION METHOD AND CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager or her designee. A recommendation for award will be submitted to the City Manager for final approval. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

Criteria

- Scope of Services Proposed
- Overall Business Approach / Investment / Proposed Financial Plan
- Firm's Qualifications and Experience
- Experience of Key Personnel
- Firm's Resources and Experience with Governmental Entities

- Client References
- Value-Added Benefits

The above is provided to assist the Respondents in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the shortlisting and final ranking of Respondents by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Respondents.

The Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

13. ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Respondent(s) will be notified seven (7) days in advance by appearing before the Evaluation Committee. The Respondent's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

14. NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the City.

15. CONTRACT AWARD

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

1. PURPOSE AND INTENT

The City of North Miami Beach is requesting proposals from qualified firms to provide professional facility and operational management services for the Judge Arthur I. Snyder Tennis Center. Understood

2. DESCRIPTION OF CITY NMB JUDGE ARTHUR I. SNYDER TENNIS CENTER

The City-owned Judge Arthur I. Snyder Tennis Center, together with all buildings, improvements and fixtures located thereon, including:

- 12 lighted subsurface watered clay tennis courts, 6 lighted hard courts, 4 racquetball courts, Tennis Center/Pro-shop with locker rooms, park parking lot and a picnic area.
  Understood

3. GENERAL BUSINESS REQUIREMENTS AND TECHNICAL SERVICES TO BE PROVIDED (30 POINTS)

Proposer shall agree to provide at the proposer's sole expense, the operation of the City of North Miami Beach's public tennis facility. Proposer shall agree to operate and maintain the tennis courts, pro shop, and a food and beverage concession as determined by the City.

Proposer shall agree to provide services customarily associated with the operation of a public tennis center and permitted special events related to the tennis center activities. Services and regulations shall include but not be limited to:

1. Provide, promote and instruct lessons in the game of tennis by certified and licensed tennis professionals to individuals, groups and clinics. Said service shall offer the tennis patron a choice of instructor levels and hourly fee commensurate with the instructor's level. Agreed

2. Provide the City of North Miami Beach Parks and R.E.C.. Programs: two (2) courts twice per week for two (2) hours on a schedule to be determined by the City, to provide free instructional lessons to after school participants, at no cost to the City. Agreed

3. Coach tennis teams sanctioned and approved by the City's Parks and R.E.C.. Department, such services to be provided for a coaching fee or free, depending on mutual advance agreement of the City. Agreed

4. Offer demonstrations and instruction on all aspects of the game of tennis in promotion of the Center. Such demonstrations may be either for a fee or free of charge, depending on mutual advance agreement of the City. Agreed

5. Establishment and management of tournaments including those requested by the City, including participation in establishing specific needs for individual tournaments. Agreed

6. Promote junior tennis by establishing a junior tennis team or league (s). Agreed See Attached PowerPoint

7. Provide advice to the City of changes, regarding the tennis industry in general, tennis rules and regulations, equipment and promotional methods associated with the operation of a public tennis facility. Agreed

8. Provide Seasonal group clinics to the community. Agreed

9. Utilize Tennis Registration Computer Software and in accordance with City directives and policies for Tennis court reservation services and Tennis lessons reservations. Agreed CNMB to provide program

10. Proposer shall agree to provide Facility and Court monitoring to prevent unauthorized use while courts are closed. Agreed

Proposer shall agree to provide food and beverage concessions and services that are approved by the City. Agreed

11. Proposer shall agree to manage and operate the Pro-shop facility. Agreed

12. Proposer shall agree to provide daily and routine maintenance of the buildings, facility, courts, machinery and grounds as determined by the City, which may include but not limited to:
    1. Windscreens
    2. Nets
    3. Weeds on Courts
    4. Restrooms
    5. Pro Shop Cleanliness
    6. Litter Control
    7. Parking Lot

    Agreed CNMB provides all cap ex and cap maintenance of the items above.

13. Proposer shall agree to arrange the booking of local, regional and state, international or charity tennis tournaments. Agreed for a fee to operate

14. Marketing, promotion and advertising of the City's Tennis Centers to residents, day guests, neighboring city residents and hotels. Agreed

15. Provision of summer and specialty camps. Agreed See Attached Power Point

16. Must adhere to all City of North Miami Beach established tennis center fees, regulations and rules.

17. Tennis professionals must possess and maintain a Business Tax Receipt.(aka- Occupational License) Agreed programs reflected In attached PowerPoint

18. Proposer shall agree to provide collection and accounting of all revenues and the payment and accounting of all expenses in a timely manner. Agreed

19. Formulation and implementation of operating programs, business plans, and budgets. Agreed

20. Coordination of personnel and employment, (including certified background investigations, in a format acceptable to the City), training, and terminations. All personnel must undergo drug screening and must be hired according to specific job descriptions. These certified backgrounds may be updated annually at the discretion of the City. Agreed

21. Preparation of monthly and annual Financial Statements, which City reserves the right to audit at any time. Agreed Form To Be Agreed Upon

22. Operate the tennis center facility as determined by established professional tennis management best practices, to include having a manager on site during all operational or open hours to handle day to day operations and customer concerns. Agreed

23. At minimum, comply with the City's facility and courts' maintenance standards as established by the City and the tennis courts manufacturer's standards and guidelines for hydro-courts or other tennis court systems installed at the City's Tennis Center. To include, maintenance inspections by City approved outside independent certified tennis court builder/manufacturer or City staff to ensure courts are up to industry standards. Such inspections are to be paid by the city, for as long as it is required by the City or as necessary to assure consistency by the proposer. The proposer will be responsible for corrective actions when identified within a reasonable amount of time based on industry standards for such repairs, or immediately corrective action shall be taken by the proposer when it addresses Life Safety situations. Agreed (Courts to be delivered to new operator in mutually agreed upon good condition)

24. Designated staff will be required to attend industry standard training on court maintenance as

mandated by the City and as required. Ok (BI and associates have 30 years of experience maintaining all types of soft courts)

25. The proposer shall agree to supply their own tools to maintain surrounding areas within the tennis center, as well as provide water coolers, ice, water and cups at the courts for patron use. Agreed (Need to understand the quality of the potable water at the site)
26. The proposer shall agree that its employees and/or independent contractors, and its sub-contractor employees shall wear appropriate tennis apparel or company uniform, such that Center patrons can easily identify its employees and/or independent contractor. Agreed
27. Design a competitive fee structure to attract and retain greater participation, usage and elaborate on membership benefits. Charges are to be determined together by the Vendor and the City's designee with final approval by the City. Agreed
28. Create and keep an updated website with all facility program and event offerings. This website will be linked to the City's website and must conform to all policies and procedures. Agreed but must understand the scope of the requirements.
29. Operate and stock tennis pro-shop with tennis related goods and merchandise to accommodate the needs of tennis players. Tennis racquet repair and/or re-stringing should also be available. Agreed but also must have the right to sub this service if desired.
30. Be legally liable for the safety of all individuals while participating in any event supervised by the proposer or any of its agents, volunteers and employees, while acknowledging the overriding right of City to expel from municipal property any person conducting themselves in violation of City park rules, regulations or ordinances Agreed provided the liable event is due strictly related to the Proposer and staff's duties and obligations of the final agreement between the City and the Proposer.
31. Supervise and be responsible and legally liable for the safety and conduct of all participants at any event or activity conducted by the proposer and its agents, volunteers, or employees engaged in the performance of their duties under this agreement. Proposer acknowledges that some of the participants to be instructed will be minor children and in this regard, will be fully responsible for each child while the child is in its care, custody and control. Proposer shall not leave children unsupervised or unattended during time of scheduled activity and shall exercise a high level of care for the safety of minors. Same as the above but Agreed
32. Quality of Operation/Operation Plan: The proposer shall provide all maintenance services required herein in a workmanlike and professional manner; shall conform to professional and industry standards; shall keep all areas in a clean, orderly and safe condition; and satisfactory to the City at all times. The proposer agrees to be bound by all applicable Federal, State, City, and Municipal laws, ordinances and regulations to the same extent as if said requirements were expressly written herein. In the event that the proposer is unable to meet the City's cleanliness, maintenance standards or scope of services required herein to the satisfaction of the City, the City reserves the right to increase the hours of operation and/or required staff at no additional cost to the City. Agreed but the scope of the maintenance services needs to be clearly defined. We need to understand what the city is and is not going to do.
33. The proposer must provide a proposed staffing plan, including sub-contractors for maintenance, if any, detailing the number of workers, man-hours, shift schedules, routing schedules, and job tasks for each worker during all hours of operation. This plan must include coverage of the entire service area for all services required pursuant to this proposal. The proposer must provide an adequate number of employees and man-hours, as agreed to during negotiations with the City, in order to complete the services provided for herein to the City. All personnel must be hired according to specific qualifications and Job Descriptions provided by the proposer. The proposer shall provide full resumes of the key personnel assigned, including any sub-contractor, if any, to this proposal and must meet the qualifications stated in said job descriptions. Agreed See Attached PowerPoint.
34. The Proposer's and sub-contractor's employees shall be clean, courteous, qualified, efficient and neat. The proposer or Sub- contractor shall not employ any person or persons who shall use improper language or act in a loud or boisterous or otherwise improper or inefficient manner. The proposer agrees to promptly remove from service any employee or sub

contractor's employee whose conduct the City determines to be detrimental to the best interests of the City. Agreed

35. All employees shall wear clean uniforms at all times. Uniforms shall consist of shirts, pants,

hats, appropriate footwear, and cold/wet weather gear (when necessary). Each uniform shall display the name and logo only and the uniform shall be approved by the City. The cost of the uniforms shall be the responsibility of the proposer. Agreed

36. The City recommends, at minimum, the following maintenance equipment (or its equivalent) to be procured for use by the proposer personnel on a daily basis and as appropriate to the task:

    a. Blowers
    b. Trimmers
    c. Hot water/pressure washing
    d. Trash cans with rollers
    e. Brooms & pans
    f. Rakes
    g. Court roller, rakes and golf cart
    h. Complete set of tools
    NEED TO UNDERSTAND WHAT THE PREVIOUS OPERATOR WAS OBLIGATED TO PROVIDE. IT IS CLEAR THAT THERE WAS LITTLE OR NO REVENUE GENERATED.

37. Alternative to this recommended equipment list maybe made at the discretion of the proposer as long as the appropriate specifications and product information is provided to the City in advance. Agreed.

38. The proposer shall agree to maintain, in accordance with the manufacturer's specifications and maintenance requirements, all equipment, whether City owned or owned by the proposer, herein specified and purchased. All equipment shall be kept clean, fully functional and free of damage. Agreed need and asset list so that we know what equipment we are talking about and the condition at turn-over of each item.

39. The proposer shall agree to bear at its own expense all costs of operating and furnishing tennis court maintenance services and shall pay all costs connected with the fulfillment of this contract. Agreed but to broad needs to be clearly defined.

40. The proposer shall agree to supply and furnish at its sole cost and expense any and all supplies necessary to properly maintain the tennis courts, tennis center building(s) restrooms and related facility and the surrounding areas. Agreed but to broad needs to be clearly defined.

41. All products and supplies used and furnished must conform to the highest industry standards. Agreed

42. The proposer shall agree to be responsible for supplying garbage bags. Agreed but again need to clearly understand what the City is providing.

43. The proposer shall agree to provide the designated City staff, a list of all cleaning solvents, solutions, agents, chemicals, detergents, and any other fluids or materials used in the provision of the maintenance services, and their corresponding OSHA Material Safety Data Sheets, where applicable. Agreed.

44. The proposer shall submit to the City - for review and approval prior to the initiation of contract activities - a communication plan addressing routine, scheduled, and emergency maintenance and repair activities that may impact the operation of the Tennis Centers. All communications shall be directed to the appropriate City staff. Agreed

45. The proposer and its sub-Contractors, if any, shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published Safety and Health Regulations and general Occupational Safety and Health Standards, where applicable. Agreed

46. The City reserves the right to liquidated damages against the proposer when it has been determined that it is not meeting the necessary work requirements. The table below depicts areas where fines will be levied.

Work Activity	**Grace Period**
Quality of Operations	24 hours
Personnel Shortages	4 hours
Personnel Dress Code	8 hours
Equipment Deficiencies	72 hours
Supplies	8 hours
Program Management	24 hours
Communications	48 hours
Life Safety Maintenance	2 hours

Not agreeing to fines and liquidated damages

Fines for failures to complete corrective action for any of the work activities listed above are as follows:
- $100 after failing to complete corrective action after two (2) notifications
- $200 after three (3) notifications
- $500 after four (4) notifications

Not Agreeing to fines and liquidated damages

If additional time is required to complete corrective action, a written request via email, must be submitted for approval to the City prior to the end of the grace period. The basis for the implementation of fines and penalties includes but is not limited to the following: Not Agreeing to Liquidated Damages and fines

a. Quality of Operations – Inability to provide service in a professional manner; failure to conform to professional and industry standards; unable to provide maintenance services in a manner in clean orderly and safe condition; and inability to meet the City's established tennis court maintenance standards in accordance with the Tennis Court Manufacturer's standards and guidelines for hydro-courts or other similar tennis court system.

b. Personnel Shortages – Failure to provide a staffing plan that meets the maintenance coverage requirements of the service area, and/or failure to provide the necessary on-site personnel in accordance to the staffing plan.

c. Personnel Dress Code – Failure of employees to meet requirements, including wearing clean uniforms.

d. Equipment Deficiencies – Inability to fully operate; in non-functional condition; in state of disrepair and or visibly damaged; lacking maintenance; and not generally maintained and in clean condition.

e. Supplies – Failure to provide the supplies necessary for the proper execution of the program or maintenance service specified.

f. Program Management – Failure to implement a comprehensive management program to respond to City and/ or stakeholder requests for services and

maintenance issues covered by the Contract.

g. Communications – Failure to submit an approved communications plan addressing routine, scheduled, and emergency maintenance and repair activities, and failure to provide timely notifications as previous prescribed.

BI can agree to appropriate and reasonable default and cure language. Not fines and liquidated damages

h. Safety Regulations – Failure to adhere to OSHA's most recently published Safety and Health Regulations and general Occupational Safety and Health Standards. Agreed but no fines or liquidated damages.

47. Quality Control / Quality Assurance (QC/QA) The goal of the City is to improve the actual and perceived maintenance and playability of the tennis courts through a continuous quality improvement program driven by the Proposer's QC/QA Management Plan. Agreed

    a. QC/QA Management Plan - The proposer shall submit a detailed plan outlining the quality management procedures and responsibilities for the workmanlike and professional performance of the key maintenance and repair processes associated with this Contract. The proposer shall describe how it will measure quality and performance thresholds for work performed under this Contract. The mutually agreed QC/QA Management the plan will be subject to review and input by the City.

    b. Quality Control Plan - The proposer shall list all subcontractors and suppliers and describe the system that it will use to manage, control, and document its own, sub-Contractors' and suppliers' activities to comply with all contract requirements.

    c. Quality Assurance Plan - The proposer shall identify what specific activities shall be monitored; describe the performance standards and measures associated with these activities that will be used to determine if the work performed by personnel or by the sub-Contractor's personnel meets the requirements and intent of the Contract; and provide a format for reporting the results of the QC plan as part of a monthly activity report.

    All personnel will be under the employ of BI therefore subject to BI supervision and performance measurements. CNMB needs to provide what CNMB wants. BI has experience of managing 500-1000 employees for 30 years at IMG and is currently managing 59 at Club Med Academies.

48. Reporting Requirements - The proposer shall agree to provide a receipt to each customer for each transaction performed. Signage will be required to indicate that if no receipt is produced, the transaction will be free of charge. Quite often customers do not take their receipt. It is more important to have appropriate documentation of the transaction. This request makes no sense.

    a. Daily Activity Report - The proposer shall update and maintain a daily maintenance log with maintenance information for reporting to the City.

    b. Monthly Activity Report - The proposer shall provide a monthly activity report/revenue report which shall be submitted to the City by the 10th day of each month. Agreed TBD

    c. The monthly reports shall include, but not be limited to the following information: a general description of the work performed; a comprehensive break-down of all day play, clinics, tournaments and revenues generated in the prior month by category, and other performance measures as determined by the City. Agreed TBD

    d. The monthly report shall also include a work plan to adequately address Continuous Quality Improvement goals in the Proposer's QC/QA management plan. Content

and format TBD

e. The City reserves the right to add, delete or modify the data collected in order to adequately monitor performance of the proposer. To be discussed and mutually agreed upon.

f. The reporting of all revenues and expenses will be timely and on a monthly basis. The use of City owned software for recreation, revenue, and point of sale reporting is to be used, if and when provided by the City. Need to understand what it is. We use QuickBooks Enterprise

g. Annual Report - The proposer shall also provide to the City's designee an annual report with an established work plan and goals for the upcoming calendar year and quarterly reports including updates of the annual work plan and goals, Financial Statements, Revenue Summary Reports, Maintenance Summary Logs of materials used, etc... Agreed but to be discussed further and mutually agreed upon.

49. FEES STRUCTURE - The proposer shall agree to collect all revenues generated at the Tennis Center. Agreed

a. Proposer shall propose a minimum monthly guaranteed fee to be paid to the City, plus a percentage of Gross Revenue, to be paid monthly, including payment of all utilities. See Attached Form

50. CUSTOMER SERVICE STANDARDS - All vendors and contractors that are partnered with the City are also expected to perform and comply with these customer service standards. The customer service standards are provided below and are segmented based on different forms of customer interactions. Information is also provided on how these customer standards are monitored.

a. Telephones will be covered at all customer-contact points during normal business hours answering within the third ring.

b. Phone messages received will be responded to (if requested) in a timely manner, two business days, even if just to acknowledge receipt. An estimate of time to resolve the problem to be given if applicable.

c. Calls coming from external sources will be answered with a consistent greeting such as "Good morning, City of North Miami Beach, Judge Arthur I. Snyder Tennis Center, John Smith, May I help you?"

d. Employee will take responsibility for providing a solution and/or options to the customer's request.

e. Request permission from the caller before transferring a call, provide the caller with the name and number of the person being transferred to, and stay on the line to announce the caller to the person receiving the transfer. If the transfer cannot be accomplished (busy, no answer or the person is unavailable), the employee will reconnect with the caller and ask if they want to leave a message.

f. Voice mail messages will include employee's full name, working hours, and optional phone number to call. When employee is away for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.

g. Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

Agreed needs further discussion.

51. Written Correspondence

    a. Correspondence start with a greeting
    b. E-mail signatures (e-mail) will include the name, title, department, division, and contact number.
    c. Activate the e-mail Out of Office Assistance when away from the office for an extended period of time.
    d. Acknowledge e-mails and faxes that require a response within two business days.
    e. Respond to letters within 5 business days.
    f. Use correct spelling and grammar, including accurate name and address.
    g. Provides complete, accurate, and precise information regarding their inquiry.
    h. Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

    Agreed

52. Personal Contact

    a. Respond to customers in a courteous manner… the customer is not always right, but always deserves to be treated with respect.
    b. A receipt will always be supplied to the customer.
    c. Provide accurate and understandable solutions/options to customer requests or directs the customer to the appropriate person who may have knowledge in the subject matter.
    d. Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.
    e. Counter will be staffed during business hours.
    f. Employees will dress in attire that is professional, tasteful, appropriate and consistent with the individual departmental policies. Staff will be in uniform at all times.

    Agreed

53. Cleanliness - The proposer shall agree to keep Cleanliness standards regarding and including City of North Miami Beach's public areas as it relates to::

    a. Litter / Trash
    b. Litter / Garbage Cans
    c. Organic Materials
    d. Staff will monitor Cleanliness and inspect unannounced and as needed.

    Agreed

54. The proposer shall provide a "Corporate Responsibility Plan", which describes in sufficient detail how the proposer plans and expects to integrate into the North Miami Beach community, and fit into the community as a "good corporate citizen". In developing their Plan, the proposer's focus should be to establish a balance between developing opportunities with the City; stimulating and rewarding their employees; developing optimum customer satisfaction; working with and supporting our local community; and sustaining the environment where they operate.

    See Attached PowerPoint

a. Items to include in the proposer's "Corporate Responsibility Plan" should address (but not necessarily be limited to) the following:

b. The proposer's approach, and policies and procedures, detailing the hiring and promotion of employees, including the following:

c. What other benefits, programs, and/or other compensation or incentives does the Proposer offer to its employees?

d. In addition to subsection (A) above, describe any other programs that the proposer maintains for the welfare and benefit of its employees.

e. Is the proposer a responsible corporate citizen and, to that end, what contribution(s) does the proposer make to the community (ies) in which it currently does business? Describe how the proposer is "making a difference" for the betterment of the community (ies) where it operates. Items to address may include, but not be limited to:

- Participation in local community organizations.
- Membership in local civic and charitable organizations including, in particular, any specific programs and/or initiatives that the Proposer has either established or (if established) that the Proposer actively participates in.

f. Is the proposer's firm environmentally conscious; include any efforts and/or programs and/or initiatives that the proposer has established, either within its firm or in the community, which demonstrate the proposer's involvement in, and commitment to the betterment of the environment through sustainability (i.e. "green initiatives").

g. With regard to the City of North Miami Beach, describe in sufficient detail what public benefits, including any specific programs, initiatives, and/or other contributions which the proposer would plan to "give back" to the North Miami Beach community should it be awarded this contract. This should include (but not be limited to) the Proposer's commitment to hire as many qualified North Miami Beach residents as possible and provide programming to residents, non-profits and special population children and adults.

h. The proposer will be responsible for screening, interviewing, testing, and training to include, but not be limited to:

i. In depth interview that includes job preferences, experience, goals, interests, attitudes, motivation and other work-related attributes.

j. Background checks to include the Florida Department of Law Enforcement (FDLE) and Miami-Dade County as well as credit history for positions that may requires the handling of City funds.

k. Verification that its employees are not convicted sex offenders.

l. Training employees as may be required by the City from time to time.

m. The Proposer is responsible for conducting background checks in accordance with the Jessica Lunsford Act requirements on all employees and contractors assigned to this engagement and providing clearance certification for each Proposer's employee prior to the employee commencing duties at any City facility.

The above is all fine. However keep in mind at the outset of this venture there will be a ramp up period. The current operation is a disaster. It will take some time to move the pendulum. The current operation has little revenue generation therefore can barely pay for proper staffing.

55. Operational Plan: Proposer must provide a functional operating plan which describes the operating policies and procedures to be employed by the proposer. Describe any proposed

initiatives which would improve the revenue to the City. The Operating Plan shall at a minimum include the staffing levels, maintenance procedures, operating procedures and maintenance plan, and food and beverage operations. See Attached PowerPoint

4. QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE (30 POINTS)

1. Proposer shall have a minimum of five (5) years of verifiable experience, within the last ten (10) years in the following tennis related fields:

    a. Management and/or operation of a tennis center of similar quality, facility and amenities as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies, including but not limited to disclosure of all non-contract renewal for management and/or operation of tennis facility.

    b. This requirement requires verifiable experience by means of prior employment confirmation, copies of prior agreement, or any other documents that verify the required experience. In order to be deemed responsive, the proposing proposer, and any Sub-Contractor or Subsidiary included in the proposal must submit the required documentation.

    c. Pro-shop operations, including scheduling or management of tennis lessons, equipment repairs, food and beverage and merchandise sales. This requirement requires verifiable experience by means of prior employment confirmation, copies of prior agreement, or any other documents that verify the required experience. In order to be deemed responsive, the proposer, and any Sub-Contractor or Subsidiary included in the proposal must submit the required documentation. Sub-contractor's shall be approved by the City.

    d. Documented evidence of tennis (hard surface and clay) court maintenance experience and operations. Such evidence to include and be in line with the tennis courts manufacturer's maintenance standards for the Tennis Facility. If a 3rd party subcontractor is being hired the by the Proposer for maintenance of the clay courts, said 3rd party must be included as part of this proposal and such subcontractor must present documented evidence and meet the minimum five (5) years of experience in this field. This requirement requires verifiable experience by means of prior employment confirmation, copies of prior agreement, or any other documents that verify the required experience. In order to be deemed responsive, the proposing proposer, and any Sub-Contractor or Subsidiary included in the proposal must submit the required documentation.

2. Have a Head Teaching Professional that is a certified Tennis Professional by USPTA and/or PTR. The Head Tennis Professional and/or Center Manager(s) must demonstrate knowledge and experience in tennis instruction and related activities, facility management, tennis court maintenance and related activities, as well as, knowledge of the legal requirements that are involved in this type of operation
   See Attached PowerPoint.

END OF SECTION

SECTION 4.0 REVENUE PROPOSAL (25 Points)

1. The proposer shall agree to collect all revenues generated at the Tennis Center deposit them daily into a City of North Miami Beach/Proposer shared account established by the City.

2. The City will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. Such costs should not be included in the proposal.

3. Table 1 – Minimum monthly guaranteed fee to be paid to the City

Item	Description	Fee/Percentage (Monthly)	Per Year (Yearly)	Total
1.	Minimum monthly guaranteed fee to be paid to the City	Should be the greater of utilities cost capped at $4,000 per month or 10% of Gross Revenue	$ 48,000	$ 48,000
2.	Monthly percentage of Gross Revenue	10%	See Attached PowerPoint. There is a five year projection provided	See Attached PowerPoint. There is a five year projection provided
			Total	$63,000

4. Option to Renew for Two (2) Additional Year(s) - The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion of that initial term, at the City's sole discretion, the City shall have two (2) options to renew the contract on a year-by-year basis. Provided our investment obligation does not exceed our initial working capital. Any investment reflected in the attached PowerPoint will be subject to discussion and modification of the term reflected above.

[Signature is required at the end of this Section 4.0]

Signature of Official: _____

Name (typed): James Bollettieri

Title: President

Firm: Bollettieri Inc

Date: 11/2/2016

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

Respondents shall submit One (1) original complete proposal package, Three (3) duplicate copies of said package and one (1) flash drive or CD copy, to the City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, and 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162 on or before the due date stipulated above. All packages shall be clearly marked "*RFP No. 2016-05 Independent Audit Services for the City of North Miami Beach".*

Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:

A) SCOPE OF SERVICES PROPOSED
Clearly describe the scope of services available. Include details of your firm's general approach, proposed solution and a timeline of major events.

B) OVERALL BUSINESS APPROACH / INVESTMENT / PROPOSED FINANCIAL PLAN
This section of the Proposal should provide information as to the overall business approach to the outlined scope of services.

C) FIRM QUALIFICATIONS AND EXPERIENCE
This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

D) EXPERIENCE OF KEY PERSONNEL
This section must also identify the contact person and supervisory personnel who will be assigned to perform the work dictated by the contract. Resumes of each person should be provided with emphasis being given to their experience, track record and training in similar work.

E) FIRM'S RESOURCES AND EXPERIENCE WITH GOVERNMENTAL ENTITIES
This section should identify the materials, equipment and any other external resources available to the proposing firm that are proposed to carry out the scope of services. If agreements with other third-party firms/solutions are to be recommended/required, they shall be detailed in this section to include any impact on timeline and price.

F) CLIENT REFERENCES
Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

- Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least two (2) entities. For each reference, include the name, title, telephone number, fax number and email address of a representative who can verify satisfactory performance. See Attached PowerPoint
- Does your firm have other contracts for the services specified herein in Miami-Dade, Broward and Palm Beach counties? No If yes, how many? N/A How many other contracts does your firm have in the Southeast United States? We have several relationships in the United States and around the world.

- What other contractual commitments do your key subcontractors (as applicable) have in the Miami-Dade, Broward and Palm Beach County area?N/A
- List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP. None
- List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals. Non

G) REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS

- All required Section 8.0 forms, attachments, licenses and certificates of insurance – shall be included in a labeled section. Should we make it to the next round in the bidding process we can provide required documents.
- Discuss value-added benefits that set your firm apart including unique service offerings, use of technology, community services, etc. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

  Please take a look at some of our websites i.e. clubmedacademies.com, gabejaramillo.com, nvl.com. Also explore youtube videos Club Med Academies, Gabe Jaramillo, NVL Academy and Club Med Sandpiper Bay Drone Video,

END OF SECTION

SECTION 6.0 EVALUATION CRITERIA

1. EVALUATION METHOD AND CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager or her designee. A recommendation for award will be submitted to the City Manager for final approval. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

2. The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

	Evaluation Criteria	**Available Points 100**
1.	General Business Requirements and Technical Services Proposed (Section 3.0.4 Requirements)	30
2.	Qualifications, Experience, and Past Performance (Section 3.0.5)	30
3.	Revenue Proposal (Section 4.0)	25
4.	Experience with Governmental Entities	5
5.	Client References	10

3. The above is provided to assist the Respondents in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the shortlisting and final ranking of Respondents by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Respondents.

4. ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Respondent(s) will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Respondent's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

5. NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will

recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the City.

6. CONTRACT AWARD

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

SECTION 7.0 REQUIRED FORMS

N/A

STATEMENT OF "NO" PROPOSAL

If your company will **not** be submitting a Proposal in response to Request for Proposals, please complete this Statement of "No" Proposals Sheet and return, prior to the RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number:_____Title _____

Company Name: _____

Contact: _____

Address:_____

Telephone:_____Facsimile: _____

√	**Reasons for "NO" Proposal:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the RFP.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

7.0 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: **Bollettieri Inc.**

AUTHORIZED SIGNATURE:_____ **DATE:** **11/2/2016**

TITLE OF OFFICER: **President**

7.1A PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

NAME ADDRESS

President James Bollettieri

Vice-President N/A

Secretary N/A

Treasurer _____

Registered Agent _____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

_____

_____

Post Office Address PROPOSER:

Bollettieri Inc.
(CORPORATE NAME)

_____
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [x] NO [ ]

If no, give address of principal place of business: _____

_____ _____

7.1B PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

PROPOSER

_____
(FIRM NAME)

Witnesses:

(SEAL)

_____
SIGNATURE AND E-MAIL ADDRESS

_____
PRINT NAME

_____
Title (Sole Proprietor or Partner)

Post Office Address:

_____

_____
TELEPHONE

CITY in which fictitious name is registered.

_____
Attach a copy of proof of registration

7.2 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - 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 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 employee 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 any 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 the statement, I certify that this firm complies fully with the above requirements.

James Bollettieri

_____ _____

VENDOR'S SIGNATURE PRINTED NAME

Bollettieri Inc.

_____

NAME OF COMPANY

7.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

	James Bollettieri
SIGNATURE	PRINTED NAME
Bollettieri Inc.	President
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive.

7.4 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.Citynmb.com ☐
2. www.demandstar.com ☐
3. Daily Business Review ☐
4. The Miami Herald ☐
5. Referral/word-of-mouth ☐ Specify Source: _____
6. Search Engine/Internet search ☐
7. E-mail, newsgroup, online chat ☐ Specify Source: _____
8. Banner or Link on another website ☐
9. Flyer, newsletter, direct mail ☐ Specify Source: _____

Other ☐ Specify Source: Tommy Mar

Please note: This survey form is used for internal Procurement purposes only.

7.5 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Council, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

James Bollettieri		11/3/2016	
Proposer's Name	Signature		Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this_____day of_____, 20_____

_____
NOTARY PUBLIC

7.6 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By: James Bollettieri President
(print individual's name and title)
For: Bollettieri Inc.
(print name of entity submitting sworn statement)

whose business address is: 8821 Froude Ave., Surfside, Florida 33154

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 261 - 27 - 1386).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this_____day_____, 20____

Personally known _____
OR_____Name of Notary
Produced identification_____Notary Public – State of _____

7.7 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Name: James Bollettieri

Title: President

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires: _____

7.8 NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

James Bollettieri being first duly sworn, deposes and says that:

a) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Bollettier Inc. the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ James Bollettieri
Witness (Printed Name)

President
(Title)

ACKNOWLEDGMENT

STATE OF FLORIDA }
} SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this_____day of_____, 20___.

My Commission Expires:

_____
Notary Public State of Florida at Large

7.9 PROPOSER QUESTIONNAIRE

1. Today's Date: 11/2/2016

2. Name of Company Submitting Proposal: Bollettieri Inc.

3. How many years has your firm been in business under its present business name?: 9+ years

3. Under what other former name(s) has your firm operated?: N/A

4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: Proposed at Flamingo Park and operated for 12 years.

5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes
If yes, please explain:

6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary:

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration. N/A

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):
See Attached PowerPoint

9. State the name and title of the individual who will have personal management of the work: James Bollettieri, President, Gregory C. Breunich, Executive Director, Gabe Jaramillo Executive Director

10. State the name and address of attorney, if any, for the firm: Polly Grunfeld Sack and Peter Duvinage (In-house Legal and partners for Breunich and Jaramillo unrelated entities)

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: None at this point it may change in near future or a new entity will be established subject to the approval of CNMB

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

13. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
HSBC	9501 Harding Ave, Surfside Florida 88	800-975-4772

14. Firm has attached a current Certificate of Liability Insurance? Yes No

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. None

16. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
N/A	

Bollettieri Inc.

FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

James Bollettieri President

NAME & TITLE, TYPED OR PRINTED

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this_____day of_____, 20___by _____who is personally known to me or produced _____as identification.

_____

NOTARY PUBLIC, State of _____

Print Name: _____

SEAL

(if Corporation)

Commission No.: _____

Commission Expires: _____

SECTION 8.0 SAMPLE AGREEMENT

AGREEMENT XX-2016-XX-XX
FOR INDEPENDENT AUDIT SERVICES FOR THE CITY OF NORTH MIAMI BEACH
BETWEEN THE CITY OF NORTH MIAMI BEACH AND XXXXXXXXXX.

THIS AGREEMENT is made and entered into as of the day of , 2016, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and XXXXXXXXXXXXX having its principal office at XXXXXXXXXXXXXXXXXXXXXXX, hereinafter referred to as the "CONTRACTOR".

R E C I T A L S

WHEREAS, the CITY has determined that it is in its best interest to purchase, XXXXXXX titled XXXXXXXXXXXXXXXXXXX, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "XXXXXXXXXXXXXXXX," which was competitively solicited and negotiated by CITY OF NORTH MIAMI BEACH; and

WHEREAS, the CONTRACTOR has exhibited by its response to RFP 2016-06 that it is capable of providing the required services and agrees to provide the required services to the City of North Miami Beach, and provide services tailored to the CITY as delineated in proposal attached hereto Exhibit "B"; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx on an as needed basis, and related services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant to the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Addendum and Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on 2016 and continue through.

The CITY MANAGER or designee reserves the right to renew this Agreement in one (1) year increments for up to an additional two (2) years.

SECTION 2. NOTICE.

2.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR:

SECTION 3. MODIFICATION.

3.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

4.1 Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Pricing Options and Program Specific Terms and Conditions listed herein.

4.2 In the event the CITY is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The CONTRACTOR shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 5. INDEMNIFICATION.

5.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTORS's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 6. GOVERNING LAW.

6.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

Signature Page to Follow

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

CONTRACTOR

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Attest:_____
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: Ana M. Garcia, City Manager

Date: _____

Attest: Pamela Latimore, City Clerk

Approved as to form and legal sufficiency:

_____
Jose Smith, City Attorney