



CITY OF FORT LAUDERDALE



OCEANSIDE BEACH SERVICE

PROPOSAL FOR

CITY OF FORT LAUDERDALE

Bid 375-11842



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Title Page

Solicitation: 375-11842
Beach Equipment Rental Concession

Company Name: Oceanside Beach Service, Inc.

Mailing Address: P.O. Box 13018
North Palm Beach, FL 33408

Office/Warehouse: 7547 Garden Rd
Riviera Beach, FL 33404

Local Warehouse: 5308 NW 22nd Ave
Tamarac, FL 33309

Phone Number: 561-840-3373

Contact: Michael J. Novatka, President

Email: mike@beachservice.com

Webpage: www.beachservice.com





March 3, 2017

City of Fort Lauderdale Beach
100 N Andrews Ave
Fort Lauderdale, FL 33301

Subject: Solicitation 375-11842

To whom it may concern:

Oceanside Beach Service is a premier beach equipment rental company that has been operating beach concessions in South Florida for over 38 years. We propose to offer more income and a substantially better product to the City of Fort Lauderdale. We also offer an exciting membership program that brings more people to the beach. This proposal will outline the background of our company and our business operation. We currently provide beach equipment such as lounge chairs, umbrellas, cabana hoods and non motorized watersports for guests that visit the locations we serve.

We also have a long standing relationship with Fiberbuilt Umbrellas for over 15 years. Oceanside Beach Service is excited to work with a local, world class company such as Fiberbuilt. Fiberbuilt employs over 50 people based right here in Fort Lauderdale that supplies a superior product to 5 star resorts all over the world.

Oceanside Beach Service operates many popular municipal beaches in South Florida, such as the City of Delray, so we understand the value of Fort Lauderdale's premier destination. Upon winning this solicitation, we would be fully operational in less than 60 days. Oceanside Beach Service will be fully compliant with the specifications in the RFP for the operation of the Beach Equipment Concession

We thank you for providing us with the opportunity to present this to you and we hope you select us as your vendor.

Sincerely,

Michael J. Novatka
President
Oceanside Beach Service, Inc.
561-568-7861 cell
www.beachservice.com



Executive Summary

Operating for over 38 years exclusively in South Florida, Oceanside Beach Service (OBS) is the longest serving beach concessionaire in the area. OBS started on Singer Island in 1979, servicing local oceanfront hotels and then quickly expanded its services to municipalities in Palm Beach County. OBS still provides resort quality beach service to many municipal beaches, exclusive hotels and condominium communities in South Florida. OBS has perfected the formula that provides visitors and residents with the highest level of service for enjoying their time at the beach.

OBS currently operates concession services for the City of Riviera Beach, City of Lake Worth, City of Boynton Beach, City of Delray Beach, Atlantic Dunes Park Beach, Spanish River, Red Reef Park, South Beach Park and Palmetto Park for the City of Boca Raton. Our beach attendants maintain the highest standards of beach service to ensure a fulfilling experience for those we serve on a daily basis.

OBS specializes in delivering quality service to each our municipal beach partners. We would be honored to serve the guests of Fort Lauderdale Beach with the best beach concession service in Florida. Our commitment to professionalism and use of brand new equipment will enhance the beach going experience and attract more visitors and residents to the area each year.

Our company will invest the capital needed to provide brand new equipment, which meets or exceeds your specifications, for each zone on Fort Lauderdale Beach. We will provide new chairs and umbrellas from a company that has been headquartered in Fort Lauderdale for over 15 years. We look forward to continuing our longstanding relationship with Fiberbuilt Umbrellas. We believe in partnering with other vendors committed to professionalism while promoting local business as much as possible and are excited to have the opportunity to do so for your city. Further, this document will explain how OBS specializes in a friendly, customer first approach, furnishes excellent products, and maintains a clean, easy to find and well raked service area.

Our home office is located in Riviera Beach, but if we were to be awarded the contract, we would maintain a large warehouse in Fort Lauderdale to store all of our equipment. The location of the warehouse is at 5308 NW 22nd Ave, Tamarac, FL 33309.

The entire OBS team is excited to serve Fort Lauderdale's beautiful beach. Responsible for ensuring your visitors have a great experience are Michael Novatka, President, Todd Meacham, Vice President and Sylvia Bednarz, Marketing Director.



Key Operators



Having over 38 years in the beach service business is a significant amount of time dedicated to the growing and evolving landscape of South Florida. We currently operate nine municipal locations within the state which makes us very skilled in this field of work. We have a core group of talented individuals that have a strong passion for customer service. All OBS employees are screened prior to working for our company and are trained to be courteous, pleasant and gracious to every individual they speak with, regardless of whether a transaction occurs or not. The following pages will go into detail of the extensive experience the key operators have.



Michael James Novatka

President - OCEANSIDE BEACH SERVICE

Since 1979, Michael Novatka has been operating the longest running beach service company in South Florida. He has successfully run many beaches on the east and west coasts of Florida including the popular Delray Beach. He operated in The Hamptons out on the eastern end of Long Island where he grew up for over 10 years and he is currently running multiple beach locations in Martin and Palm Beach County. He has an over 20 year relationship with The Marriott Ocean Pointe and a 30 year relationship with the City of Riviera Beach. Michael has a strong reputation in the business because he has been able to successfully enhance and prosper every beach he operates. He has skillfully opened many prime locations that have never had beach services before, the most recent being Boca Raton. His over thirty years in the beach service industry has allowed him to provide the finest beach service on private resort beaches, as well as sought after public beaches. Michael is a hands on, feet in the sand, owner operator. He stays in constant touch with his employees, as well as visiting with the guests on the beach to make sure that his high standards of beach service is maintained. Michael recognizes Fort Lauderdale Beach as a world class beach service operation, as attested to in his many letters of recommendation He would be honored to serve Fort Lauderdale as OBS considers it to be one of the crown jewels in Florida, showcasing the many years of devotion and dedication in the sand.



Todd Meacham

Vice President - OCEANSIDE BEACH SERVICE

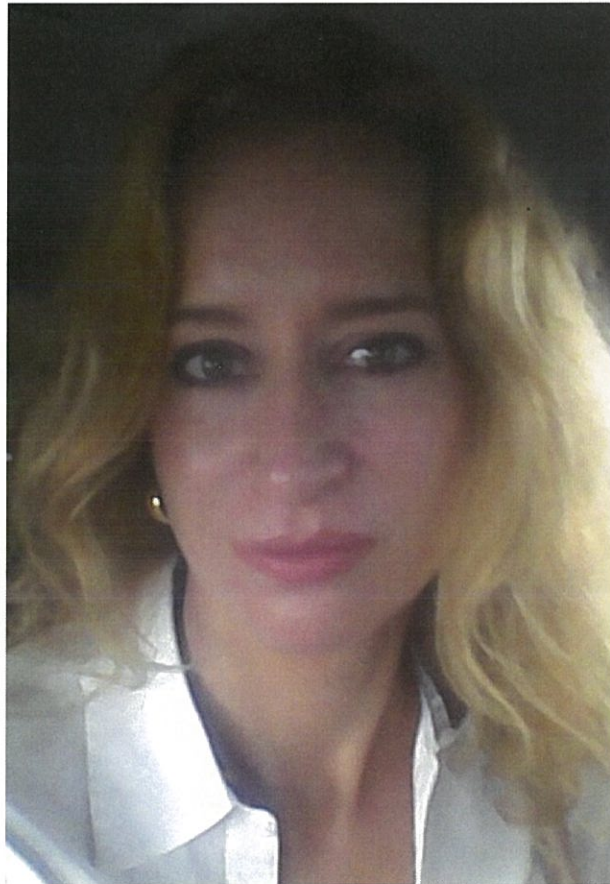
Todd Meacham began working the beaches in 1992, and over the last 24 years has become an expert in all aspects of the beach operation and maintenance areas. He has full experience with working on public beaches and hotel beaches as well. Todd is second in command at Oceanside Beach Service and oversees all the maintenance and repairs of the beach furniture equipment. He also monitors the daily operations, and is available to handle any situations that may arise on a 24 x 7 basis. Todd Meacham is a reliable, talented asset and stands as an example of the finest in the beach service industry.



Sylvia Bednarz

Marketing Director - OCEANSIDE BEACH SERVICE

Sylvia Bednarz has been with Oceanside Beach Service since 2010 and handles the Business and Strategic Development for the company. She is responsible for all aspects of customer relations and marketing. Sylvia's duties also include preparing proposals for municipal and non-municipal contracts. She graduated cum laude from Centenary College with a degree in Business Administration and has held professional titles for companies such as Berkshire Hathaway, ACE USA and Cigna.



Understanding the City's needs for the Beach Concession

Our extensive experience in the beach business has given us a valuable understanding of the needs of Fort Lauderdale Beach. Our customers consistently express their satisfaction with our employees and are very pleased with our beach equipment.

In Summary, the key elements of the proposal will show you the following:

- ~More income to the City of Fort Lauderdale
- ~Strong experience with Florida's Municipal Beach Concessions
- ~Durable, high quality, **Brand New** beach equipment from Fiberbuilt Umbrellas
- ~Highly experienced, well trained, professional and courteous staff
- ~Safe working environment
- ~Sensitivity to the visitor's and resident's needs
- ~Awareness and respect for our natural resources and environment
- ~Prompt attention to any matters of concern
- ~Our marketing program will bring economic growth to the City of Fort Lauderdale Beach
- ~Superior service utilizing our unique and frequent Customer Service Training Program



Project Scope

Spending almost 40 years in South Florida has helped OBS develop great insight into the needs of our visitors and beach community. Fort Lauderdale's attractions are the white, pristine beaches, trendy and family oriented restaurants, as well as the long promenade for visitors to enjoy a perfect beach day. Our friendly service coupled with new and comfortable equipment will enhance the area even more.

In accordance with the RFP, we will be supplying beach chairs, lounge chairs, umbrellas and cabanas that either meet or exceed the specifications. Our equipment is constructed out of the finest materials and is very comfortable to lounge on. Frequently, visitors and residents of other beaches we serve, such as nearby Delray Beach, express how much we have transformed the look and feel of their beachfront. Often, OBS staff is told our service makes them feel like they live on the French Riviera. We are proud to make such a demonstrable impact in the communities we serve. The specific details of the equipment along with pictures are included in the latter part of this proposal. Our company stores and maintains the beach furniture in our Riviera Beach and Tamarac facilities.

We take our accountability during service hours and outside of those hours very seriously. We will follow all the specific requirements as stated in the RFP with regard to equipment placement on the beach. We will properly stack the chairs at night and chain them to the cabana hoods. The umbrellas will be neatly locked up in the storage boxes at the end of the day. No pads will be stored on the beach. Each Concession area will have a minimum of one Welcome Station with a friendly employee greeting the guests. We understand and appreciate that the beaches are public and our concession activity will never restrict access to the general public or impact the beautiful ambiance of the beachfront. We will make sure the beaches are clean and raked at all times.

As part of our standard operations, OBS provides the following variances to the current contract. If the city does not desire them, then we will remove them but our experience tells us that this is what the customers' desire and it significantly enhances the beach going experience.

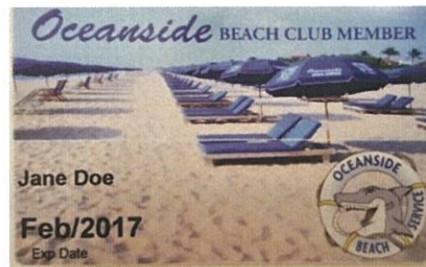
- Opening at 9AM to accommodate early beach-goers
- Resident Membership Program
- First class, superior constructed umbrellas
- Monthly maintenance and replacement plan review of all equipment to assure its highest quality at all times (this might be better to go in your operations plan instead)
- Wooden tables and chair available as an option to enhance the beach experience
- Large Welcoming Umbrellas to highlight the concession service
- Provide City of Fort Lauderdale and Hotel insignias on our umbrellas to highlight our beautiful beach resorts

OBS recognizes that it is a partner with the City of Fort Lauderdale, the hotels, restaurants, and other retailers so that collectively we provide a positive experience to our beach goer. We are one very important piece of the puzzle in creating the perfect environment at Fort Lauderdale's beaches. The goal is to bring more residents to our beach and make sure our guests return



Project Scope-Marketing Plan

Our OBS brand is widely known in South Florida and our “Sharky” emblem is our personalized, unique mascot. We use tools such as social media and PalmBeachFM for advertising as well as directing customers to our website at, www.beachservice.com for any additional information on our company. We utilize social media such as Facebook and Instagram on a daily basis, uploading pictures and notifying our followers of local events pertaining to the beaches we serve. We also market to local businesses and distribute rack cards at nearby hotels and information booths that let visitors know about our service in the areas they visit. OBS is part of several local charities such as Children Miracle Network, Little Smiles and the Juvenile Diabetes Research Foundation.



Membership Program

The Oceanside Beach Service annual membership program allows our members to visit any of the beaches that we serve. Our members enjoy this privilege since they can visit many of our nearby South Florida locations such as Riviera Beach, Lake Worth, Boynton Beach, Delray Beach, Atlantic Dunes Park, Spanish River Park, Red Reef Park, South Beach Park and the Pavillion Park. This is a great enhancement that the city of Fort Lauderdale will be credited with providing. This program consists of a large base of people that enjoy visiting areas they do not reside in. This promotes more business flow to Fort Lauderdale’s surrounding restaurants, stores and parking as well.

All of our attendants have business cards listing our company’s website, address, office phone number, as well as the individual beach attendant’s direct contact number for more personalized service.

We look forward to The City of Fort Lauderdale Beach selecting Oceanside Beach Service as their partner in continued success.



Current Municipal Concessions Served

Oceanside Beach Service has a well-established list of municipal beaches similar to Fort Lauderdale Beach that we operate in the same fashion. As required in the RFP, below are three references for beaches that we currently operate.

Location	Contact Info	Years Serviced
City of Delray Beach	<p>Suzanne Fisher 561-243-7251 fisher@mydelraybeach.com</p> <p>City Hall 100 NW 1st Ave Delray Beach, FL 33444</p>	<p>We have served 15 years at this municipality.</p> <p>We provide beach equipment rental services.</p> <p>*This is location is similar in size and in complexity as Fort Lauderdale. We cover almost the same amount of beach and close to the equipment count.</p> <p>*Total cost of 5 year contract is over \$1,500,000</p>
City of Riviera Beach	<p>Aladia Franks 561-845-3411 afranks@rivierabch.com</p> <p>City of Riviera Beach 600 West Blue Heron Blvd. Riviera Beach, FL 33404</p>	<p>We have served 30 years at this municipality.</p> <p>We provide beach equipment rental services.</p>
City of Boynton Beach	<p>Wally Majors 561-742-6255 majorsw@bbfl.us</p> <p>City of Boynton Beach 100 E. Boynton Beach Blvd PO Box 310 Boynton Beach, FL 33435</p>	<p>We have served 8 years at this municipality.</p> <p>We provide beach equipment rental services.</p>



Current Concessions and Similar Projects

Oceanside Beach Service has considerable experience operating municipal concessions throughout the region. As required in the point scoring process, below is a list of our contracts with neighboring cities where we offer similar services, as well as contracts with major hotel chains and private condos.

Municipal Contracts	Contact	Phone	Years Under Contract
City of Riviera Beach	John L. Williams	561-723-3243	30
City of Lake Worth Beach	Juan Ruiz	561-586-0362	5
Oceanfront Park, Boynton Beach	Wally Majors	561-742-6255	8
City of Delray Beach	Suzanne Davis	561-243-7351	15
City of Boca Raton Beach (Spanish River, Red Reef Park, South Beach Park, Pavilion)	JD Varney	561-393-7812	3
Hotels and Condominiums	Contact	Phone	Years under Contract
Marriott's Ocean Pointe	Dan Ingram	561-882-3000	18
Marriott's Courtyard Jensen Beach	Ed Griffith	772-229-1000	11
Casa Costa, Boynton Beach	Robyn Silverstein	561-283-6669	6
Ocean Tree Condominium, Singer Island	Lin Sommers	561-845-6050	25
Oasis Condominium, Singer Island	Jan Garber	561-848-0225	11
Martinique II, Singer Island	Steve Gutierrez	561-848-8208	29
Cote D'Azur Condominium, Singer Island	Kathy Cassinelli	561-844-6259	29
Marbella Condominium, Boca Raton	Carrie McGurik	561-414-3029	2
Stratford Arms Condo, Boca Raton	Arlene Macchia	561-368-0549	1

As you can see from our current customer base, OBS has a thriving and successful beach service business. We have just expanded our maintenance facility to accommodate our customers and concession locations.



Municipal Locations



Riviera Beach



Lake Worth



Boynton Beach



Delray Beach



Atlantic Dunes Beach



Boca Raton Beach





Delray Beach

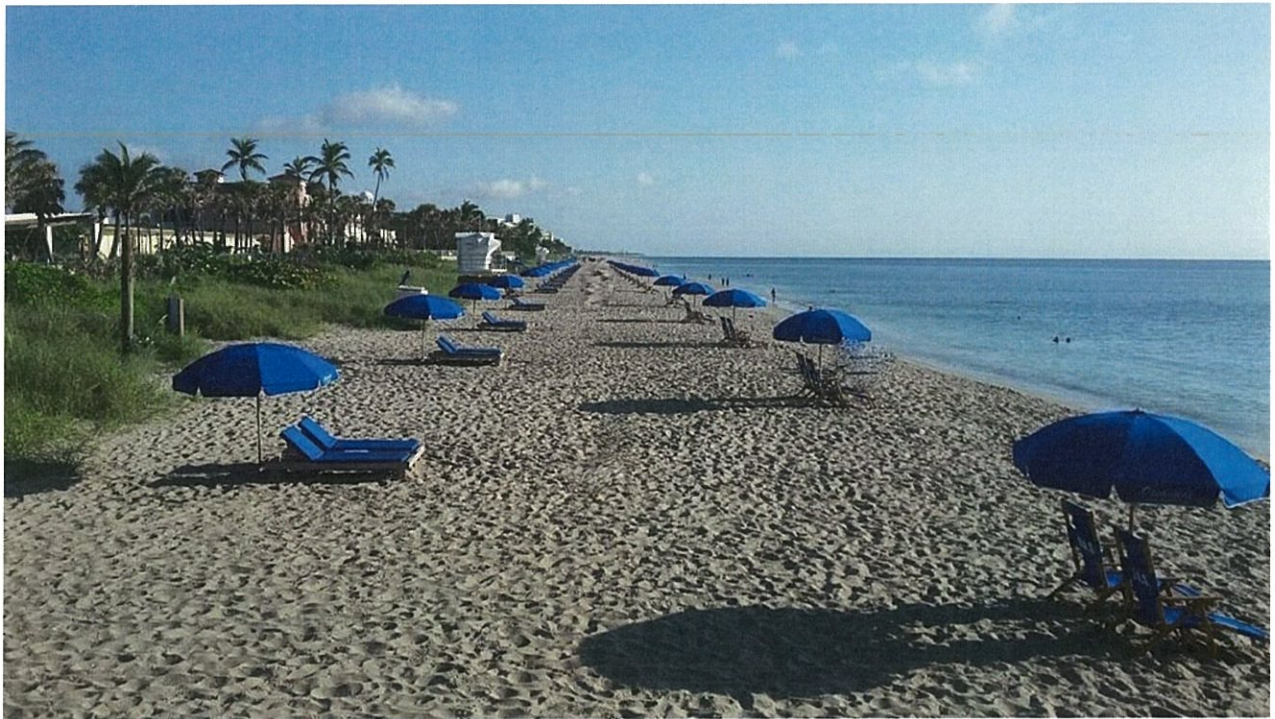


Oceanside Beach Service will provide the beach equipment in conformance with the City of Fort Lauderdale's requirements and to the best interest of the patrons of the concession areas and the beach.

The following photos will demonstrate the picturesque view we provide for our other municipal locations. All of our customers appreciate the high quality materials we provide to make their beach experience an unforgettable one. Our beach chairs will be deployed in a manner that gives public access and encourages public use of the beach. The approved storage boxes will remain on the beach and will be well maintained. Any advertising or alterations will be submitted to the City first for approval. Oceanside Beach Service will ensure that the beaches are kept clean at all times, litter and debris will be removed on a daily basis. Our rates will be clearly posted and visible at the access points to the beach, as per approval by the City.









Our Mission Statement:

Our mission at Oceanside Beach Service is committed to providing our customers with unbeatable service and creating the ultimate beach experience.



Daily Operations/Implementation Plan

7 days a week 365 days a year

(weather permitting)

Summer – June-Sept- **9am-6pm**

Winter – October-May - **9am-5pm**

Our experience tells us that many beachgoers like to go early. For that reason, we open all of our locations by 9 am. By 7 AM OBS staff of approximately **10** beach attendants begin placing the beach equipment. OBS configures the beach setup differently depending on the current season. In the summer season the lounge chairs face towards the ocean with two cushions and an umbrella. During the winter season the lounge chairs face to the south and each has a cabana hood attached to the frame. The reason for the different placements are that in the summer the location of the sun and the prevailing winds dictate that the best beach experience will be achieved with the setups facing east. In the winter the sun is at a lower angle and the cooler prevailing winds can be blocked by raising the cabana hood, maximizing the warm winter sun.

Anchoring methods:

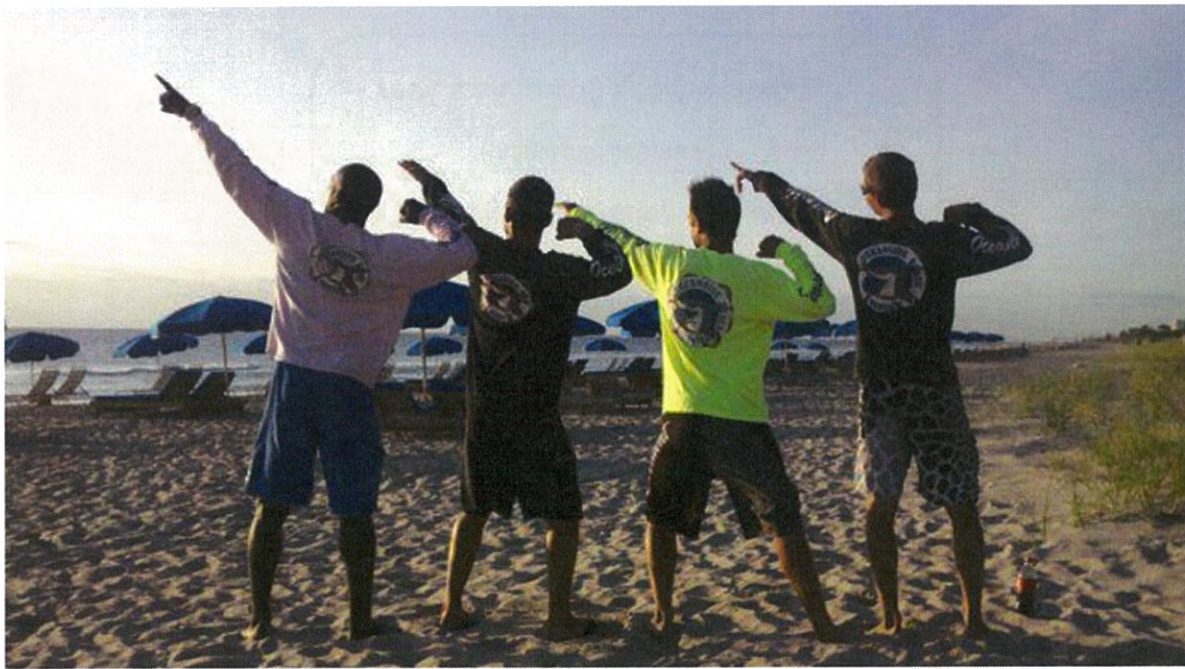
The umbrella is worked down into the sand by an experienced beach attendant and tilted to the proper angle. Over 30 years of experience has proven that this is the safest, and leaves the least environmental impact. The cabana hoods are buried in the sand with a 2ft deep aluminum boot.

At approximately 4:30 PM the OBS staff begins the process of preparing the beach equipment for overnight storage. The lounges are adjusted to their original locations, the beach area is cleaned and the OBS beach equipment is stored safely and securely as per the OBS storage plan.

OBS staff keeps the beach raked and clean during the day and patrols the OBS areas regularly during operational hours. The lounges, chairs, umbrellas and cabanas are adjusted constantly to assure maximum enjoyment by the guests. Beach guests providing their own equipment are accommodated as any other guest visiting the beach.



Operations Plan and Approach



Michael Novatka will oversee all of the operations of the concession site and be in daily contact with the beach manager that will be assigned to Ft. Lauderdale. Since this is a big operation, he will personally handle and oversee all the details. Michael and the manager will speak on a daily basis to develop a plan for each day. The beach manager has extensive knowledge of the area and makes sure to have experienced beach attendants assigned to Fort Lauderdale Beach. OBS is very selective in the recruiting process, and hires highly motivated people, most of which have been with the company for many years. It is our dedicated team that makes the organization successful. All of our employees currently go through background checks and are personally interviewed by Michael Novatka. We require at minimum a high school degree and experience in customer service along with the ability to perform a physically demanding job. If there are any issues or any actions that require immediate concerns, OBS is adequately staffed to handle any situation.

All of our attendants that take transactions carry with them a clipboard and a Daily Beach Chart. They fill in their personal daily information (date, name and area of the beach they are working). The remainder of the chart has all the pertinent information that is needed to record such as: the name of the visitor, amount of visitors, the time of arrival, departure time, the form of payment, the amount of payment and the tax collected for the transaction. The attendant keeps a pouch on them at all times that holds their money and receipts. At the end of the day the attendant totals their numbers for the day and submits everything, along with the Daily Beach Chart for verification to the Beach Manager. The Beach Manager will review each of the attendant's chart to verify there are no discrepancies. We have an Operations Manager that will collect everything at the end of the day and reconciles the data on a daily basis.



Hurricane Plan

Oceanside Beach Service has successfully responded to several hurricanes; Francis, Jean, Wilma, Sandy and most recently Matthew, all while managing our public and private beaches in South Florida.

Once there is evidence a hurricane is in effect, the Vice President of OBS is responsible for charting any disturbances during the Hurricane Season. He has over 20 years experience in this matter and is also responsible for tracking any weather related issues regarding our watersports activities at other locations. He will communicate to Michael Novatka, if a hurricane is going to affect any of the beach locations. When the hurricane condition rises to a warning level, OBS has the staff and equipment prepared, ready to evacuate. At this point, there would be minimal equipment on the beach since we are taking full precautions that a storm is coming.

Once Michael Novatka is notified there is a hurricane watch in effect, he will then communicate with the proper authorities that the evacuation plan is in place. In compliance with the City of Fort Lauderdale's Beach requirements, the evacuation will start within one (1) hour of notification by the appropriate City authority and/or within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management.

Our 50,000 square foot warehouse facility is located at: 5308 NW 22nd Ave, Tamarac, FL

When beach conditions return to normal, and with the permission of the designated beach authority OBS returns the beach to operating condition within the same time frame.





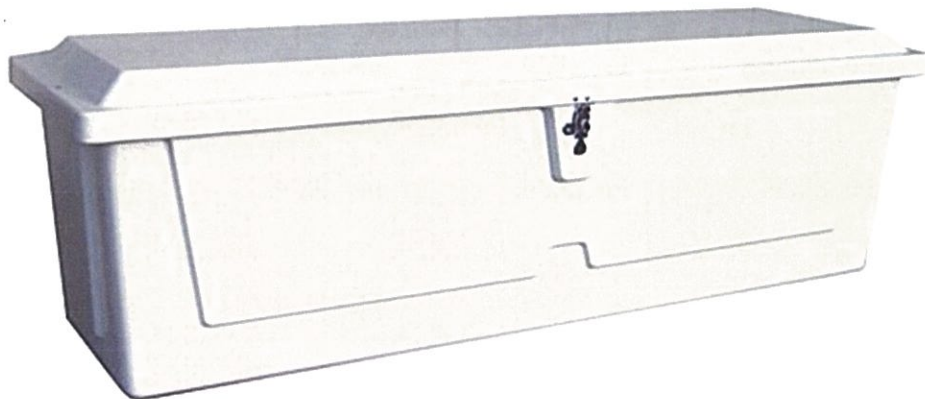
Warehouse Facility



Storage Plan

The beach equipment is properly secured at the end of each day. Strap lounges and cabana hoods will be stacked along the back of the beach within the appropriate boundary area and will be secured with a locked cabling system. Umbrellas will be stored and locked in beach boxes located according to bid specs. While managing the beaches for the last 38 years with increasing inventory every year, Oceanside Beach Service has experience minimal loss and damage using our current storage plan.

We will provide the Taylor Made storage boxes as specified in this bid.



Hotel Amenity Agreement Plan

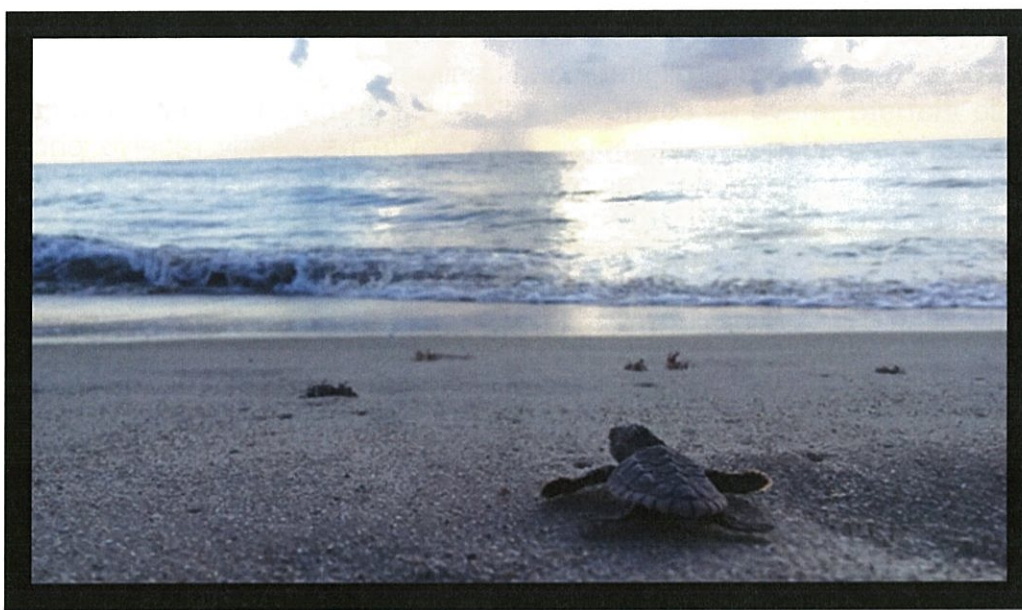
We will follow the specs of this Bid and with the City's objective of providing simplified access for hotel guests to the beachfront amenities we will offer. We have done our research and are aware that there are several existing arrangements and if we are awarded the contract, we would continue with these established arrangements.

Oceanside Beach Service has extensive experience working with hotels and understands that each wants a custom program for their guests. We will work with each resort to assure that their specific requests are accommodated. We believe in providing the best services possible to assure each visitor is happy at all times.



Environmental Aspect

Oceanside Beach Service understands the relationship between working on the beach and maintaining the preservation of animal life. Since we operate many locations in South Florida, we are fully aware of all the rules and stipulations with regard to the sea turtles. Our company is in compliance with Broward County's Unified Land Development Code.



Uniform and Employee Conduct

All Oceanside Beach Service employees are required adhere to strict standards of cleanliness, conduct, equipment layout and most importantly, customer service. The picture below shows our current uniform, however, if we are awarded the bid we would follow the specs as requested.

Shorts – Navy in color -Dickies type flat front with cotton material.

Shirts – White Polo style collared shirt with cotton material or blend. Shirt will have Fort Lauderdale's Beach logo embroidered on it.

Caps -Baseball hats in Navy, embroidered with approved Fort Lauderdale's Beach logo.

*Employees will wear a City approved ID badge at all times during the hours of operation.

*All employees are run through the Florida Department of Law Enforcement (FDLE) prior to employment.

Our employees are to be visible at all times and easily identifiable. We take tremendous pride in hiring people that are above all courteous, neat, well groomed, well-mannered and able to make every visitor's experience a memorable one. We frequently receive phone calls and comment cards from customers expressing their gratitude for such a positive experience. It is very important to Oceanside Beach Service that not only are our employees physically able to take care of the beachgoers and make sure they are as comfortable as possible, but to also be hospitable and accommodating.

Hawking is prohibited and all of our attendants are made aware of that. If a visitor is interested in obtaining a chair, our beach attendants are readily available to discuss prices with them. We also have a price board posted at the three entry points to the beach. Every visitor will always be treated graciously, regardless if a sale transpires or not.





Sunscreen Products

Oceanside Beach Service will provide sunscreen products as well as water and soda to the patrons of Fort Lauderdale Beach. We are strong believers in supporting local businesses. We have been partners with a sunscreen company called Under the Sun for many years, providing skincare products. Their company is based out of Lauderdale by the Sea.



Products Offered:

- ~Classic Royal Natural Oil 8 oz \$12
- ~Aloe 8 --oz, \$12
- ~SPF 8 --8 oz \$12
- ~SPF 30 --8 oz \$12



Beverages

We will also provide beverages to our guests on the beach. We will provide garbage cans and the appropriate recyclable receptacles on the beach. The beverages will be brought in every morning and be kept in a cooler, but they will not be stored on the beach.



Water, 16 oz \$2

Cola, 12 oz can \$3



Equipment and Specifications for Fort Lauderdale Beach



Equipment Specifications

Beach Lounge Chair

Brand/Manufacturing Company: Tropitone or equivalent

Style: Millenia EZ Span Chaise Lounge or equivalent

Aluminum Construction

Size: 27.5"W x 82.5"L

Weight: 24 pounds

Frame Finish Color: Sonora Segment Color: Sonora

Stacking Quantity: 15

Alternate colors to be approved by the City.

Beach Chair Pad

Fabric: Sunbrella Marine Grade fabric or equivalent

Thickness: 3 inches

Color: Pacific Blue

Alternate colors to be approved by the City.

Umbrella

Fiberbuilt, AnyWhere Chair, Inc. Umbrella or equivalent

* We purchase Fiberbuilt Umbrellas that exceeds the quality of the current product and manufactured right in here in Fort Lauderdale

Fabric: Sunbrella Marine Grade fabric or equivalent

Size: Standard 7 ½ x 8 " rib beach umbrella

Wood bottom pole with Fiberglass Ribs for support

Color: Sunbrella Pacific Blue

Alternate colors to be approved by the City.



Windbreaker/Clamshell/Cabana Hood:

AnyWhere Chair, Inc. or equivalent

Fabric: Sunbrella Marine Grade fabric or equivalent

Size: 5 ½ " H x 7 ½ " W

Aluminum rods and stainless steel bolts

Anchors for support

Windbreakers will be free standing and self supporting

Color: Sunbrella Pacific Blue

Alternate colors to be approved by the City.

Welcome Station Beach Chair:

AnyWhere Chair, Inc. or equivalent

Fabric for chair: Sunbrella Marine Grade fabric or equivalent

Frame: Solid oak wood frames with brass hardware

Color of wood: Walnut Brown

Dobule – dowel assembly

Color: Sunbrella Pacific Blue

Alternate colors to be approved by the City.

Welcome Station Umbrella:

AnyWhere Chair, Inc. or equivalent

Fabric: Sunbrella Marine Grade fabric or equivalent

Insignia: Beach Concession logo design and specifications as determined at the sole discretion of the City

Frame, ribs and pole: Asian hardwood or equivalent

Color of Pole: Walnut Brown Type: outdoor umbrella

Color: Sunbrella Pacific Blue

Alternate colors to be approved by the City.







BEACH



Fiberbuilt Umbrellas and Cushions is the leading manufacturer of fiberglass ribbed umbrellas.

Appropriate for oceanfront hotels and public beaches, our contract quality umbrellas are used at all types of hospitality settings.

Their innovative fiberglass ribs are strong, durable and resilient. They flex to absorb wind gusts without breaking. Their umbrella will hold up to the harshest weather conditions==intense sunlight, winds and salt air.

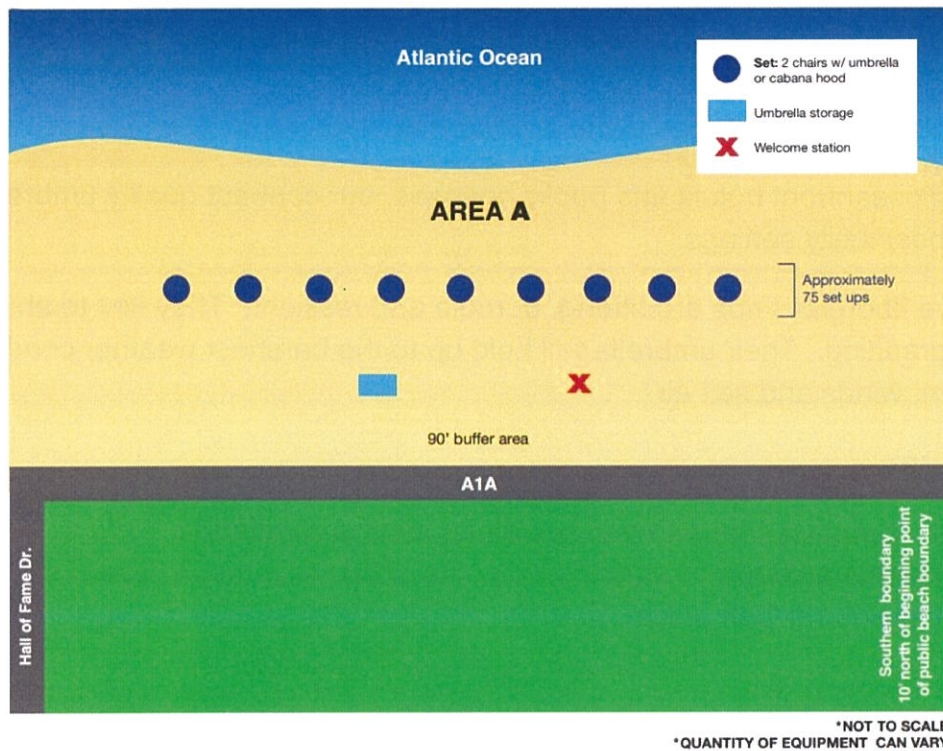
Their features are:

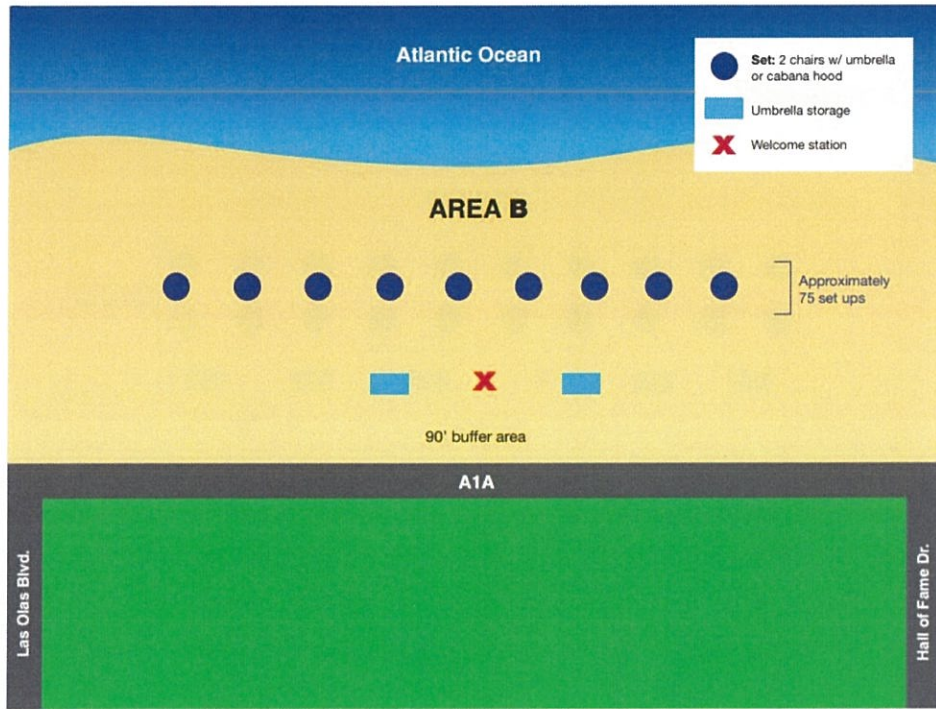
- 8 flexible fiberglass ribs with molded joints, hubs and end tips
- Rust resistant hardware
- Two piece Natural Oak poles



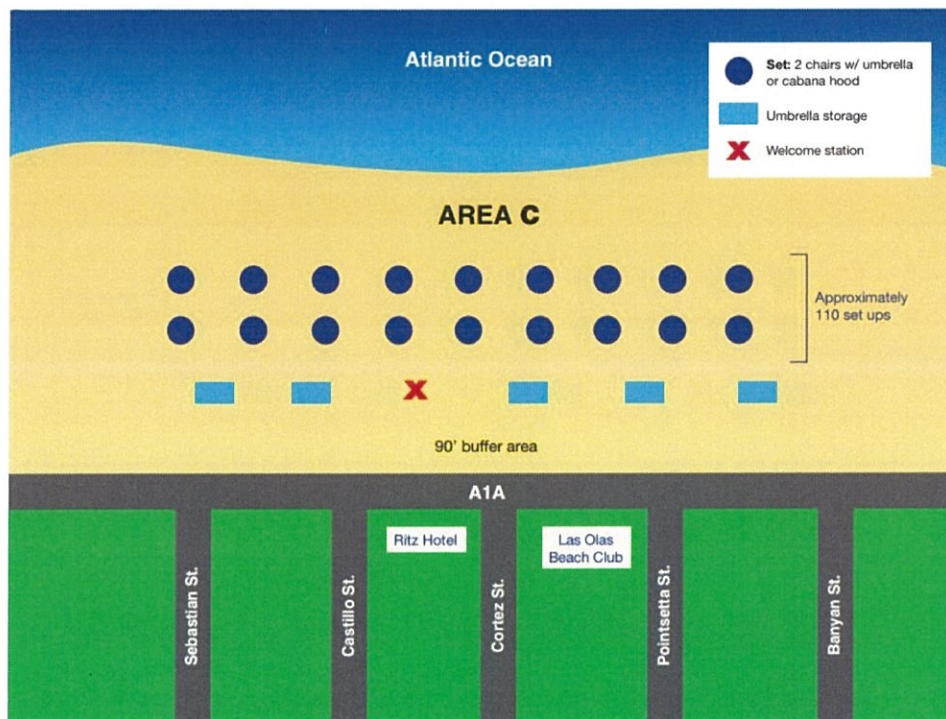
Site Maps

The site maps below are an approximation. We will have the beach set up according to the specifications of the bid and will work closely with the City to have the beach set up to your liking. The number of storage boxes will be appropriate for each location. There will be a Welcome Station with a large umbrella at each area. The key on each map shows an explanation of a 'set', which consists of two chairs and an umbrella or a cabana hood. We place any cabanas/clamshell set ups along the back of the beach during the winter months.



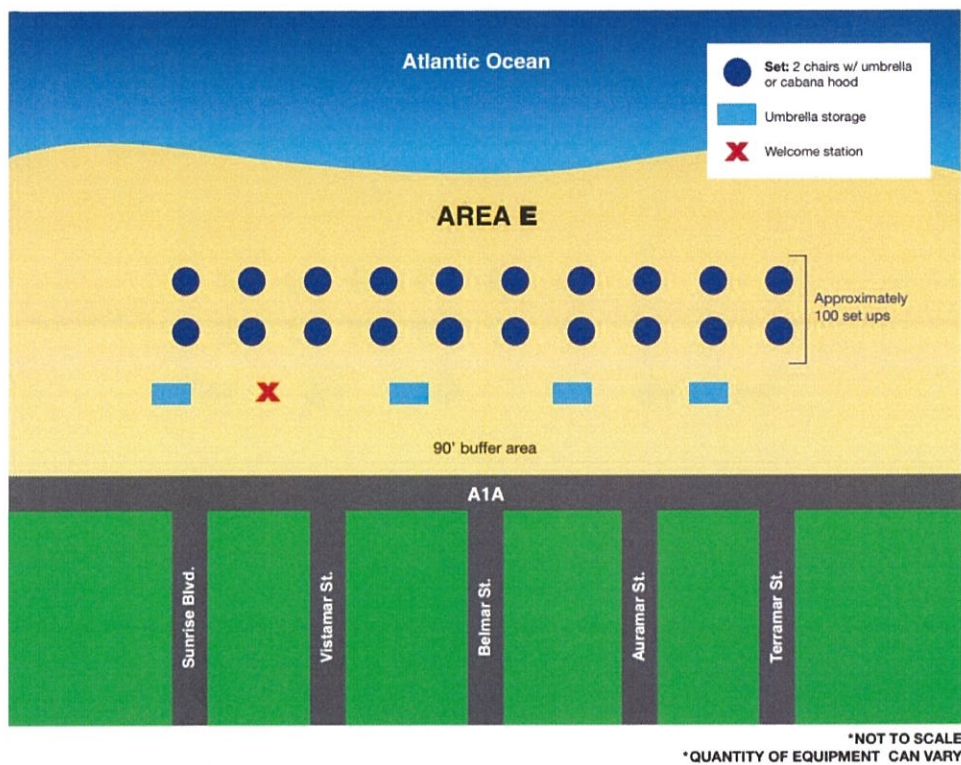
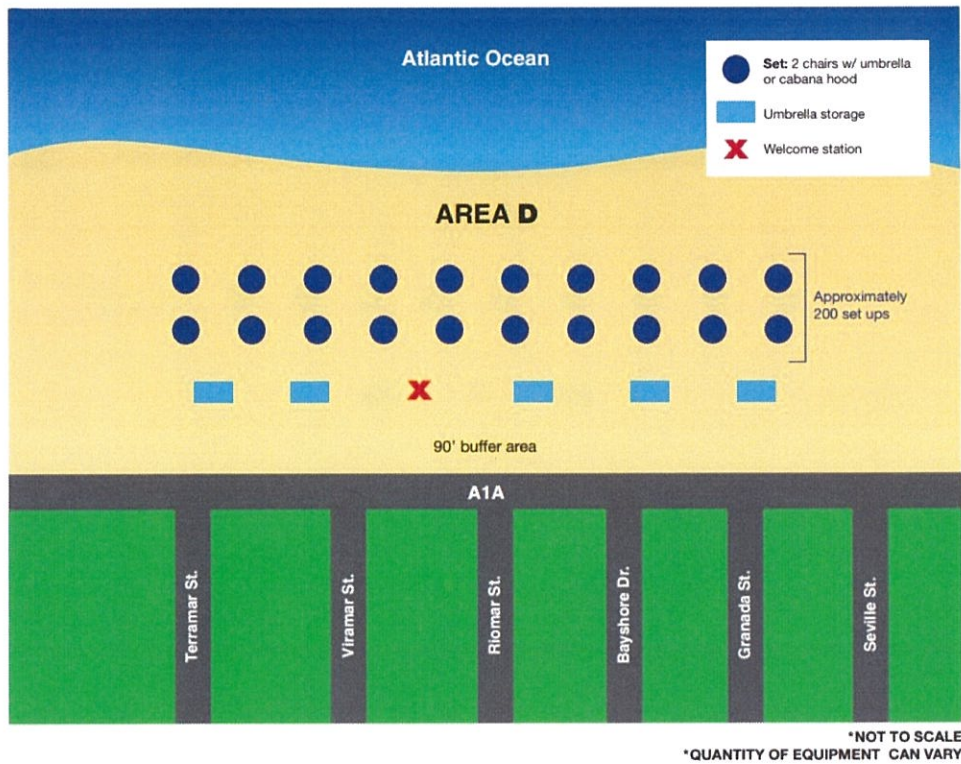


*NOT TO SCALE
*QUANTITY OF EQUIPMENT CAN VARY



*NOT TO SCALE
*QUANTITY OF EQUIPMENT CAN VARY





Proposed Rental Rates



Oceanside Beach Service Price List

Beach Equipment Rentals

Beach Setup

*Includes 2 lounges w/umbrella or cabana

\$10 per Hour
\$40 per Day
\$600 annual membership
10 day pass \$250
20 day pass \$350
30 day pass \$450

Single Chair

\$7 per Hour
\$20 per Day

Single Umbrella

\$7 per Hour
\$20 per Day



Florida Sales Tax Applies

Multi Day Rate Available

Cash, check and all major credit cards are accepted.



Additional Ammenities

Snorkeling Gear	\$10 per Hour \$40 Day
Boogie Board	\$5 per Hour \$20 Day
Surf Boards	\$20 per Hour \$50 Day
Paddle boards	\$25 per Hour \$60 Day
Kayaks	\$25 per Hour \$60 Day



Florida Sales Tax Applies

Multi Day Rate Available

Cash, check and all major credit cards are accepted.



Variances

1. Currently the concessionaire for Fort Lauderdale is scheduled to be open by 10am. We at Oceanside, begin setting up all of our public beaches at 7am, to be fully open and operational by 9am. We find that there are a lot of patrons that enjoy coming to the beach early and we would like to make that enhancement for Fort Lauderdale Beach as well.
2. We would like to also have the option of providing wooden chairs with small wooden tables that we manufacture. We have these types of set ups a other locations and would like to have the opportunity to make this as an option as well.
3. We would like to have a large Welcome Umbrella with our insignia and Fort Lauderdale beach as well. It will be no larger than 11 ft. high.
4. We would like to propose putting the various hotel's insignia, such as Sonesta, W, Hilton and the Ritz, on our umbrellas as well as an added benefit.
5. If there was an option to have food service on the beach, we have small tables that we currently provide with our set ups that would be able to accommodate that



CITY OF DELRAY BEACH



Oceanside Beach Service
Mr. Michael J. Novatka, President
P.O. Box 103018
North Palm Beach, FL 33408

March 11, 2016

To Whom It May Concern;

I would like to offer this letter of recommendation for Oceanside Beach Service who has been the provider of our beach cabana service and chair rentals for the City of Delray Beach for many years. Our most recent contract with Oceanside Beach Service began in 2013 and will expire in 2018. Oceanside has provided an invaluable service to our beach-going public by providing quality service and equipment over the years. Mike Novatka and his staff are always responsive to any concerns, courteous to the beach patrons and City staff, and prompt in finding solutions to any issues that arise. Oceanside provides us with quality, well-maintained equipment and work with the City when circumstances arise whereby they have to relocate their services, such as special events, beach renourishment, and storm situations. It is a pleasure to work with Oceanside Beach Services and their staff on a daily basis and I would recommend their service to others looking for a quality beach cabana and chair rental service.

Sincerely,

Suzanne Fisher, CPRP
Director of Parks & Recreation



Leisure Services Department
Administration Division
One 7th Avenue North · Lake Worth, Florida 33460 · Phone: 561-586-0361

March 26, 2015

RE: Oceanside Beach Service
PO Box 13018
North Palm Beach, FL 33408
Michael J Novatka, President

To Whom It May Concern:

As the Director of Leisure Services Department, it gives me great pleasure to recommend Mr. Mike Novatka of Oceanside Beach Services, Inc., as a cabana vendor for any municipality considering their services.

Oceanside Beach Services, Inc., has operated the cabana service at the Lake Worth Municipal Beach for the past three years. Their cabana service attendants are very customer friendly. During their years of service, Oceanside has kept our beach clean and served the public with the upmost professionalism.

In summary, Oceanside Beach Services, Inc., is a very professional and reliable company to partner with. I have the upmost confidence that they provide the type of service that greatly improves our beach visitor's experience. I strongly recommend Oceanside Beach Services, Inc.

Sincerely,

Juan Ruiz

Juan Ruiz,
Leisure Services Director



71 Ocean Avenue
Palm Beach Shores, FL 33404

January 30, 2016

To Whom It May Concern:

It is my pleasure to provide an endorsement for Oceanside Beach Services. Mike Novatka and his company have provided reliable and consistent beach services to Marriott's Ocean Pointe for more than ten years and have done an outstanding job for us. They maintain the cleanliness of our beach and provide great service to our owners and guests year around, and have been extremely responsive when a guest has a special need or circumstance. In addition, Oceanside has been a great partner in our charity fund-raising efforts for the Children's Miracle Network charity.

Very sincerely yours,

A handwritten signature in black ink, appearing to read "Dan Ingram".

Dan Ingram
Director of Resort Operations



CITY OF RIVIERA BEACH

1621 WEST BLUE HERON BLVD.
(561) 845-4070

• RIVIERA BEACH, FL 33404
FAX (561) 842-2731

August 10, 2016

To Whom It May Concern:

As the Interim Director of Parks and Recreation for the City of Riviera Beach, it gives me great pleasure to recommend Mr. Mike Novatka of Oceanside Beach Service, Inc., as a cabana vendor for your organization.

Oceanside Beach Service, Inc., has operated the beach equipment rental service at the Riviera's Municipal Beach for the past thirty years.

Oceanside Beach Service is friendly, courteous and attentive to the needs of the beach patrons and Ocean lifeguard staff. During their years of service, Oceanside has kept our beach clean and served the public with the upmost professionalism. They always make their payments on time to the City.

In summary, Oceanside Beach Service, Inc., is a very responsive and competent company. I believe they would be an asset to your organization. Therefore, I strongly recommend Oceanside Beach Service, Inc.

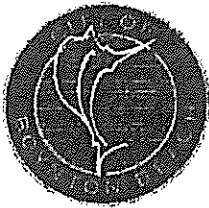
Sincerely


Aladia Franks

Interim Director of Parks and Recreation

cc: file

The City of Boynton Beach



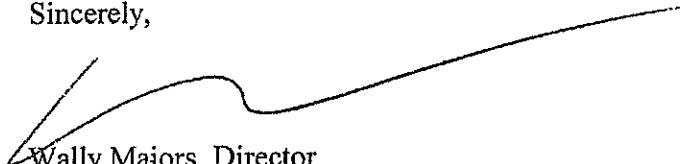
Recreation & Parks Department
Administration
100 E. Boynton Beach Blvd.
P.O. Box 310
Boynton Beach, Florida 33425-0310
(561) 742-6255
FAX: (561) 742-6233
Email: majorsw@bbfl.us
www.boynton-beach.org

To Whom It May Concern:

This letter is written in regards to Oceanside Beach Service. They have been providing a beach equipment rental concession (cabanas, loungers, etc...) at our public beach since December 2009. We have been very satisfied with their services. They have been responsive and accommodating to our needs. Their level of service has been more than adequate, and they always make their monthly rental payment on time.

If further inquiry is necessary, please do not hesitate to contact me.

Sincerely,



Wally Majors, Director
Recreation & Parks Department

/WM



America's Gateway to the Gulfstream

February 22, 2017

City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Re: Fiberbuilt Umbrellas

To whom it may concern:

Royal Caribbean International has used the services of Fiberbuilt Umbrellas and Cushions for over 6 years. We have found them to be very knowledgeable, dependable, and their products superb. They are the only beach umbrellas we use at our destination islands.

Dotan Ben Horin
Operations Manager, Private Destinations
Of: 305 539 6745 | C: 786 543 0211 | E: dbenhorin@rccl.com
Royal Caribbean Cruises Ltd. | 1050 Caribbean Way, Miami, FL



Dotan Ben Horin
Operations Manager, Private Destinations

February 22, 2017

City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Re: Fiberbuilt Umbrellas

To whom it may concern:

South Seas Island Resort has utilized the services of Fiberbuilt Umbrellas and Cushions for at least 10 years. We have found them to be very knowledgeable, dependable and their products superb. They are the only umbrellas and cushions we use. Prior to my role here at this resort I was the General manger/Resort Manager at the Hyatt Pier 66 in Fort Lauderdale and the Bahia Mar Beach Resort in Fort Lauderdale and at both locations I utilized Fiberbuilt products. So with well over 15 years' experience with company and the team I would highly recommend them.

Regards,

Shawn

Shawn D. Farrell | General Manager
South Seas Island Resort | Captiva Island, FL
P: 239-472-7502 | F: 239-472-7525
sfarrell@southseas.com
www.southseas.com

February 22, 2017

City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Re: Fiberbuilt Umbrellas

To whom it may concern:

Lago Mar Beach Resort has used the services of Fiberbuilt Umbrellas and Cushions for over 16 years. We have found them to be very knowledgeable, dependable, and their products superb. They are the only umbrellas and cushions we use.

James L. Pancallo
General Manager
Lago Mar Beach Resort & Club
1700 South Ocean Lane
Fort Lauderdale, FL 33316
Direct 954-245-3640
Main 954-523-6511
www.lagomar.com
Pancallo@lagomar.com



Dear Michael Novatka:

Here is something I would like you to know...

The service was very quick and very
Pleasant. The men are Polite all the time

(Mrs. Plon
Year member)

Sincerely yours,

Dear Michael Novatka:

Here is something I would like you to know...

THANKS FOR YOUR GREAT SERVICE !

Sincerely yours,

Carole Donohoo

Dear Michael Novatka:

Here is something I would like you to know...

Once again we had a grand time on the beach at Singer Island.

We enjoyed 3 days of mostly sunny 70°+ weather.

The Cabanas were in good condition. Willy made sure we were comfortable, he did a fine job.

Sincerely yours,

Gary & Suzanne Kakach

Dear Michael Novatka:

Here is something I would like you to know...

Your employees were kind & helpful, & accommodating. We look forward to our next visit.

Sincerely,
Adriana Piccola

Sincerely yours,

Dear Michael Novatka:

Here is something I would like you to know...

This is the most afordable Luxury
that I can Treat myself too.

Your staff is always very helpful
and polite.

I look forward to many more years
in the Sun (..... or shade)

Sincerely yours,

Flanica Adams

Dear Michael Novatka:

Here is something I would like you to know...

The beach service is excellent.
all the men that help you on the beach
are very helpful and nice

Sincerely yours,

For Mage

Dear Michael Novatka:

Here is something I would like you to know...

Just wanted to tell you that your employees
are all accomodating. We enjoy them all.

Marge & John Barber

Sincerely yours,

Dear Michael Novatka:

Here is something I would like you to know...

MIKE, I DON'T GET TO THE BEACH AS
OFTEN AS I LIKE TO. BUT I HAVE BEEN
A MEMBER FOR YEARS NOW! AND I LOVE
KNOWING I CAN GO TO THE BEACH AND
ENJOY THE BEACH SERVICE YOU PROVIDE. ITS
ALL WAYS GOOD TO GET THERE WHEN I CAN WITH
FRIENDS + FAMILY.

Sincerely yours,

THANK YOU AND YOUR STAFF

Robert H. Layne (561-929-5672)

Dear Michael Novatka:

Here is something I would like you to know...

YOU CONTINUE TO PROVIDE THE BEST SERVICE!
YOUR WORKERS ARE POLITE, FRIENDLY + VERY
helpful...

Sincerely yours,

Carole Donohoo

THANKS

Dear Michael Novatka:

Here is something I would like you to know...

My wife and I appreciate both
the cabanas and the service,
it makes going to the beach
much more enjoyable.

Sincerely yours,

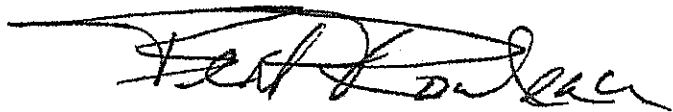
Tom and Stella Mandolfini

Dear Michael Novatka:

Here is something I would like you to know...

What a wonderful service to have
right in our back yard!!

We enjoy all of your employees,
they do a wonderful job.



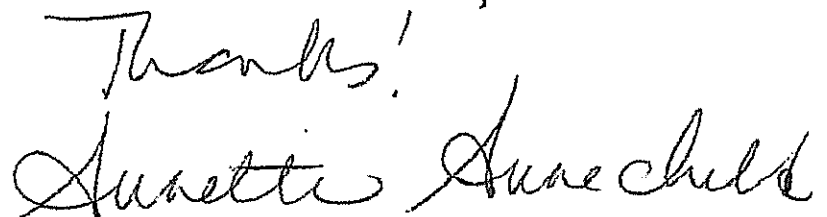
Sincerely yours,

Dear Michael Novatka:

Here is something I would like you to know...

You have the best employees!
I recommend you to everyone
+ all my clients + friends now
feel the same way!

Sincerely yours,

Thanks!


Dear Michael Novatka:

Here is something I would like you to know...

Beach service was excellent! The man in charge of the chairs was extremely friendly and helpful. The area was well-kept, and everything looks beautiful! The only complaint I have of our stay were the clouds!

Sincerely yours,

The Bohan Family

Dear Michael Novatka:

Here is something I would like you to know...

YOU ARE WONDERFUL!

Sincerely yours,

Dear Michael Novatka:

Here is something I would like you to know...

my wife and I enjoyed ourselves last weekend. We live at Marina Grand condos and plan on using the beach services every weekend. We enjoyed lunch on the beach and even plan to have supper on the beach also. The resort is very nice and the people are very customer oriented. Tony was very nice and really took care of us.

Sincerely yours,

Stan and Marilyn Smiley
1-561-598-0117

Dear Michael Novatka:

Here is something I would like you to know...

Armen and Willie have always given us excellent service.

We have seen and heard them with other customers and they are always courteous and professional!

They make our day at the beach very enjoyable.

Sincerely yours,

Clair Kuyt

Dear Michael Novatka:

Here is something I would like you to know...

We want to compliment Tony for being
such a pleasant, accomodating and hard
working young man. He is a great
asset to Oceanide Beach Services!

Sincerely yours,

The McKeto Family
Jeff & Sue, Garrett

Dear Michael Novatka:

Here is something I would like you to know...

We want to compliment you on
your guys that work on the
Beach. They were both extremely
nice and helpful. Breck helped
us last year. Ryan helped us this
year. Thanks. We enjoy

Sincerely yours,

the lounge chairs alot! They're
Marc & Joel

Dear Michael Novatka:

6/27/09

Here is something I would like you to know...

YOUR STAFF IS HARD WORKING MOST
HELPFUL AND PLEASANT - WHICH MAKES
FOR TIME SPENT ON THE BEACH
QUITE ENJOYABLE -

LEE PRINCE
Tom McCarthy

Sincerely yours,

Dear Michael Novatka:

Here is something I would like you to know...

I really enjoy my Cabanna. It is truly a
piece of a place. And Victor is excellent and
is a pleasure to have him as part of a
very wonderful day at the beach. He is
really good at customer service and I
know he enjoys his job.

Thank you + Happy Holidays -
Deb Rasmussen

Sincerely yours,

Dear Michael Novak:

Here is something I would like you to know...

Having a cabana at the beach is the greatest experience!! No more carrying chairs & umbrellas!! The staff is extremely attentive. They are always offering to make our stay more pleasant!! We highly recommend the Oceanside Beach Service to everyone. It makes a day at the beach a sheer joy!! The Customer Service is above & beyond the "call of duty"!!

Sincerely yours,

We'll never be without this service!!

Joseph & Jane French

Dear Michael Novatka:

Here is something I would like you to know...

Our family has been going to the Boca Beach for four generations. (South Entrance) We live across A1A in the Riviera neighborhood.

We have "dragged" blankets, umbrellas etc. etc. Thanks to your service we now need only towels, toys and a little lunch.

Sincerely yours,

Best thing since "Apple Pie"

Leslie Sweetney

850 NE 4th Street Boca Raton

Dear Michael Novatka:

Here is something I would like you to know...

Enclosed is my annual ~~month~~ maintenance fee. You've done it again by finding a very nice, polite beach boy again. Ryan is very nice, polite, helpful etc.

Sincerely yours,

Beverley Palumbo

Dear Michael Novatka:

Here is something I would like you to know...

YOUR EQUIPMENT AND SERVICE IS EXCELLENT. WE HAVE BEEN MEMBERS FOR ABOUT FOUR OR FIVE YEARS. PLEASE TRY TO KEEP YOUR FEE AFFORDABLE.

Sincerely yours,

Ann and Stella Mandolfi



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
OCEANSIDE BEACH SERVICE, INC.

Filing Information

Document Number S94364
FEI/EIN Number 65-0296488
Date Filed 11/14/1991
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/06/2010

Principal Address

4500 PGA BLVD.
SUITE 304A
PALM BEACH GARDENS, FL 33418

Changed: 04/26/2012

Mailing Address

P.O. BOX 13018
NORTH PALM BEACH, FL 33408

Changed: 07/18/2008

Registered Agent Name & Address

CATALFAMO EATON & DELISI LLC
2000 PGA BLVD
SUITE 3206
PALM BEACH GARDENS, FL 33408

Name Changed: 04/29/2016

Address Changed: 10/23/2006

Officer/Director Detail

Name & Address

Title PRES

NOVATKA, MICHAEL
P.O. BOX 13018

NORTH PALM BEACH, FL 33408

Annual Reports

Report Year	Filed Date
2014	03/02/2014
2015	04/28/2015
2016	04/29/2016

Document Images

<u>04/29/2016 – ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2015 – ANNUAL REPORT</u>	View image in PDF format
<u>03/02/2014 – ANNUAL REPORT</u>	View image in PDF format
<u>03/24/2013 – ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2012 – ANNUAL REPORT</u>	View image in PDF format
<u>03/10/2011 – ANNUAL REPORT</u>	View image in PDF format
<u>10/06/2010 – REINSTATEMENT</u>	View image in PDF format
<u>02/24/2009 – ANNUAL REPORT</u>	View image in PDF format
<u>07/18/2008 – ANNUAL REPORT</u>	View image in PDF format
<u>08/13/2007 – ANNUAL REPORT</u>	View image in PDF format
<u>10/23/2006 – REINSTATEMENT</u>	View image in PDF format
<u>05/31/2005 – ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2004 – ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2003 – ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2002 – ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2001 – ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2000 – ANNUAL REPORT</u>	View image in PDF format
<u>03/22/1999 – ANNUAL REPORT</u>	View image in PDF format
<u>04/27/1998 – ANNUAL REPORT</u>	View image in PDF format
<u>05/09/1997 – ANNUAL REPORT</u>	View image in PDF format
<u>08/02/1996 – ANNUAL REPORT</u>	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

OCEABEA-02

DAWFA1

DATE (MM/DD/YYYY)
2/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

First Flight Insurance Group, Inc.
4112 N. Croatan Hwy.
Kitty Hawk, NC 27949

CONTACT NAME: Annette McCargo

PHONE (A/C, No. Ext): (252) 261-1903

FAX (A/C, No): (252) 261-0757

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Certain Underwriters at Lloyds

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Oceanside Beach Service, Inc.
PO Box 13018
North Palm Beach, FL 33408

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 per occ ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	SA10020-R5-16581	02/09/2017	02/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Rentals - Beach Equipment and Non-Motorized Watercraft Rentals at the locations per schedule on file.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

City of Boynton Beach
100 E. Boynton Beach Blvd
Boynton Beach, FL 33435

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dawn Wilmer



SECTION VI - PROPOSAL PAGE

Proposer Name: Oceanside Beach Service, Inc.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Year One:

Guaranteed annual franchise fee:

\$ 600,000 (minimum acceptable \$363,250)

Year Two:

Guaranteed Annual franchise fee:

\$ 700,000 (minimum acceptable \$381,400)

Year Three:

Guaranteed Annual franchise fee:

\$ 1,000,000 (minimum acceptable \$400,500)

Year Four:

Guaranteed Annual franchise fee:

\$ 1,100,000 (minimum acceptable \$420,500)

Year Five:

Guaranteed Annual franchise fee:

\$ 1,200,000 (minimum acceptable \$441,500)

Total five (5) year annual franchise fee:

\$ 4,600,000 (minimum acceptable (\$2,007,150))

Submitted by:

Michael J. Noratka
Name (printed)

2/28/17
Date

[Signature]
Signature
President
Title

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Oceanside Beach Service, Inc

Address: P.O. Box 13018

City: North Palm Beach State: FL Zip: 33408

Telephone No. 561-840-3373 FAX No. _____ Email: mike@beachservice.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 60 days

Total Bid Discount (section 1.05 of General Conditions): N/A

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): N/A MBE _____ WBE _____

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<u>1</u>	<u>1/13/17</u>	<u>3</u>	<u>1/13/17</u>		
<u>2</u>	<u>1/13/17</u>	<u>4</u>	<u>2/28/17</u>		

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.

variances are listed on page 44 of this proposal.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Michael J. Noratka

Name (printed)

2/28/17

Date:



Signature

President

Title

revised 04/10/15

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
<u>n/a</u>	<u>n/a</u>
_____	_____
_____	_____
_____	_____

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



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov/purchasing

ADDENDUM NO. 1

RFP No. 375-11842

TITLE: Beach Equipment Rental Concession

ISSUED: January 13, 2017

This addendum is being issued to make the following changes:

1. Updated Bid Specification to correct the Frame Finish Color from "Parchment" to "Sonora" in Section 3.6 – Equipment - A. Beach Lounge Chair.
2. Corrected percentage in Section 3.18 – Additional Amenities
3. Removed references of Local Business Preference – Sections 2.18, and 4.2.8 – Required Form.
4. Removed "Contract Payment Method by P Card" Form
5. All other terms, conditions and specification remain unchanged.

Ginah Joseph
Procurement Specialist II

Company Name:

Oceanside Beach Service, Inc
(Please print)

Bidder's Signature:

[Signature] (Pres)

Date: 2/28/17



City of Fort Lauderdale • Procurement Services Division
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ADDENDUM NO. 2

RFP No. 375-11842

TITLE: Beach Equipment Rental Concession

ISSUED: January 13, 2017

This addendum is being issued to make the following changes:

1. Uploaded "Sign-in Sheet"
2. Corrected "Issued Date" on Addendum No. 1
3. All other terms, conditions and specification remain unchanged.

Ginah Joseph
Procurement Specialist II

Company Name:

Oceanside Beach Service, Inc
(Please print)

Bidder's Signature:

[Signature] (Pres)

Date: 2/28/17



ADDENDUM NO. 3

RFP No. 375-11842

TITLE: Beach Equipment Rental Concession

ISSUED: January 13, 2017

This addendum is being issued to make the following changes:

1. Extended RFP End Date to February 28th, 2017 at 2:00 pm
2. All other terms, conditions and specification remain unchanged.

Ginah Joseph
Procurement Specialist II

Company Name:

Oceanside Beach Service, Inc
(Please print)

Bidder's Signature:

[Signature] (P.R.G.S.)

Date: 2/28/17



ADDENDUM NO. 4

RFP No. 375-11842

TITLE: Beach Equipment Rental Concession

ISSUED: February 28th, 2017

This addendum is being issued to make the following changes:

1. Extended RFP End Date to March 3, 2017 at 2:00 pm
2. All other terms, conditions and specification remain unchanged.

James Hemphill
Sr. Procurement Specialist

Company Name:

Oceanside Beach Service, Inc.
(Please print)

Bidder's Signature:

[Signature]

Date: 3/2/17

RFP #375-11887
Attachment B

**AGREEMENT FOR
(TITLE)**

THIS AGREEMENT, made this ____ day of ____ 2017, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (1) Specifications and Contract Documents, including any and all addenda, prepared by the City of Fort Lauderdale, "TITLE" "RFP/ITB #", Exhibit A).
- (2) Response to the Proposal for the City of Fort Lauderdale prepared by Contractor dated _____ (Exhibit B).

All contract documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated _____, 2011, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in Exhibits "A" and "B", to the ITB or RFP, which are incorporated herein by reference and made a part hereof.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

RFP #715-10794

Attachment B

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in Contractor's proposal to the City at the cost specified in said proposal and addenda, if any, the proposal and any addenda thereto being attached as Exhibit "B", which is incorporated herein by reference and made a part hereof. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

RFP #715-10794
Attachment B

(Modification of this language will be made as necessary to adhere to Florida Statutory limitations for construction and design professional contracts).

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

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Attachment B

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

RFP #715-10794

Attachment B

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

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

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"**Consultants**

Limits: _____ \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental,

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Attachment B

health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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Attachment B

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

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encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

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Attachment B

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph

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Attachment B

or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Prevailing Wage Requirement

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[WHEN DETERMINED TO BE APPLICABLE IN THE SOLICITATION DOCUMENTS]

Contractor shall fully comply with the requirements of Broward County Ordinance 83-72.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

RFP #715-10794
Attachment B

CITY OF FORT LAUDERDALE

By: _____
City Manager

ATTEST

By: _____
Print Name: _____
Title: _____

CONTRACTOR

By: [Signature]
Print Name: Michael J. Novatka
Title: PRESIDENT

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me this 27th day of February 2017, by Michael J. Novatka as (title): Owner/President for Oceanside Ith Sea (Contractor name), a Florida corporation.

(SEAL)



JENNIFER JACKSONHALL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF076780
Expires 12/15/2017

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

Jennifer Jackson-Hall
(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced U.S. Passport