



REQUEST FOR PROPOSAL

25-26

BEACH AMUSEMENTS AND ACTIVITIES

NOTICE

Wednesday, February 11, 2026

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Clearwater (City) until **10:00 am, Local Time, on Friday, March 13, 2026** to provide: Beach Amusements and Activities.

The City of Clearwater is seeking sealed proposals to provide

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at: <https://procurement.opengov.com/portal/myclearwater/projects/231211>.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process, or Technical Questions concerning this solicitation shall be submitted through the City's e-Procurement Portal located at:

<https://procurement.opengov.com/portal/myclearwater/projects/231211>.

All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

This Request for Proposals is issued by:

Lori Vogel, CPPB

Procurement Manager Lori.vogel@myclearwater.com

INSTRUCTIONS

2.1 Vendor Questions

All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be submitted through the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/myclearwater>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

2.2 Addenda/Clarifications

Any changes to the specifications will be in the form of an addendum. Vendors are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications to their email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/myclearwater>.

The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

2.3 Due Date & Time for Submission and Opening

Date: Friday, March 13, 2026

Time: 10:00 am

The City will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, proposals are available for inspection by contacting the Procurement Division.

2.4 Proposal Firm Time

Proposal shall remain firm and unaltered after opening for 120 days. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

2.5 Proposal Submittals

It is recommended that proposals are submitted electronically through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/myclearwater>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

2.6 Late Proposals

The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the

due date and time. All times are Clearwater, Florida local times. The proposer agrees to accept the time stamp in the City's Procurement Office as the official time.

2.7 Lobbying; Lobbying No-Contact Period; Questions Regarding Solicitation

From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be submitted through the City's e-Procurement Portal, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment.

2.8 Commencement of Work

If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

2.9 Responsibility to Read and Understand

Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact listed on this solicitation. The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

2.10 Form and Content of Proposals

Proposals, including modifications, must be certified by an authorized representative and submitted electronically. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City requires that an electronic copy of the proposal be submitted through the City's e-Procurement portal located at <https://procurement.opengov.com/portal/myclearwater>. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.

2.11 Specifications

Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.

2.12 Modification/Withdrawal of Proposal

For proposals submitted electronically, vendors may use the "Unsubmit Response" button located on the Response Details page of their submission. Responses may be resubmitted once they have been edited or modified as needed.

For mailed in or hand delivered proposals, written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. Written requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal.

No oral requests will be allowed.

Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

2.13 Debarment Disclosure

If the vendor submitting a proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

2.14 Reservations

The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

2.15 Official Solicitation Document

Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

2.16 Copying of Proposals

Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.

2.17 Contractor Ethics

It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- A. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- B. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- C. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

2.18 Gifts

The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.

2.19 Right to Protest

Pursuant to Section 2.562(3), Clearwater Code of Ordinances, a bidder who submitted a response to a competitive solicitation and was not selected may appeal the decision through the bid protest procedures, a copy of which shall be available in the Procurement Division. A protesting bidder must include a fee of one percent of the amount of the bid or proposed contract to offset the City's additional expenses related to the protest. This fee shall not exceed \$5,000.00 nor be less than \$50.00. Full refund will be provided should the protest be upheld. No partial refunds will be made.

ADDRESS PROTESTS TO:

**City of Clearwater - Procurement Division
100 S Myrtle Ave, 3rd Floor - Purchasing
Clearwater FL 33756**

or

**PO Box 4748
Clearwater FL 33758-4748**

2.20 Evaluation Process

Proposals will be reviewed by a screening committee comprised of City employees. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.21 Criteria for Evaluation and Award

The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.

- A. Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all

required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.

- B. Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- C. Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, see Section [CRITERIA FOR EVALUATION AND AWARD](#) for the criteria that will be evaluated and their relative weights.

2.22 Short-Listing

The City at its sole discretion may create a short-list of the highest ranked proposals based on evaluation against the evaluation criteria. Short-listed proposers may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the ranking of shortlisted firms.

2.23 Presentations/Interviews

Presentations and/or interviews may be requested at the City's discretion. The location for these presentations and/or interviews will be determined by the City and may be held virtually.

2.24 Best and Final Offers

The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals and should submit their best offer based on the terms and conditions set forth in this solicitation.

2.25 Cost Justification

In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

2.26 Contract Negotiations and Acceptance

Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

2.27 Notice of Intent to Award

Notices of the City’s intent to award a Contract are posted to Purchasing’s website. **It is the proposer’s responsibility to check the City of Clearwater’s website at <https://procurement.opengov.com/portal/myclearwater/projects/231211> to view the Procurement Division's Intent to Award postings.**

2.28 RFP Timeline

Dates are tentative and subject to change.

Release Project Date:	February 11, 2026
Advertise Tampa Bay Times:	February 18, 2026
Question Submission Deadline:	March 3, 2026, 10:00am
Due Date & Time for Submissions and Opening:	March 13, 2026, 10:00am
Review proposals:	March 13, 2026 - March 23, 2026
Presentations (if requested):	Week of March 30, 2026
Award recommendation:	Week of March 30, 2026
Council Authorization:	April 2026
Contract Begins:	May 2026

CRITERIA FOR EVALUATION AND AWARD

The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.

- A. Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
- B. Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have

financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer’s facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- C. Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

If less than three (3) responsive proposals are received, at the City’s sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, the criteria that will be evaluated and their relative weights are:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications-Abilities, Experience, and Expertise	Points Based	30 <i>(30% of Total)</i>
2.	Program Description	Points Based	30 <i>(30% of Total)</i>
3.	References	Points Based	20 <i>(20% of Total)</i>
4.	Revenue to the City	Points Based	20 <i>(20% of Total)</i>

STANDARD TERMS AND CONDITIONS

In the event of a conflict between the Standard Terms & Conditions and the Professional Services Agreement, the terms of the Professional Services Agreement shall prevail.

4.1 Definitions

Uses of the following terms are interchangeable as referenced: “vendor, contractor, consultant, supplier, proposer, company, persons”, “purchase order, PO, contract, agreement”, “City, Clearwater”, “bid, proposal, response, quote”.

4.2 Independent Contractor

It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

4.3 Subcontracting

Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

4.4 Assignment

This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4.5 Successor and Assigns, Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

4.6 No Third Party Beneficiaries

This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

4.7 Non-Exclusivity

The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

4.8 Amendments

There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

4.9 Time of the Essence

Time is of the essence to the performance of the parties' obligations under this Agreement.

4.10 Compliance with Applicable Laws

- A. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, executive orders, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
- B. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all

Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

C. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

1. As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
2. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
3. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
4. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
5. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

D. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

4.11 Sales/Use Tax, Other Taxes

Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are

Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

4.12 Amounts Due the City

Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

4.13 Public Records

In addition to all other contract requirements as provided by law, the Contractor executing this Agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, Phone: 727-444-7151 or Email: Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

The Contractor agrees to comply with the following:

- A. Keep and maintain public records required by the City of Clearwater (hereinafter "public agency" in this section) to perform the service being provided by the contractor hereunder.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- C. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- F. The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.14 Audits and Records

Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

4.15 Background Check

The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

4.16 Security Clearance and Removal of Contractor Personnel

The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

4.17 Default

- A. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
- B. Contractor will be in default of this Agreement if Contractor is debarred or suspended in accordance with the Clearwater Code of Ordinances Section 2.565 or if Contractor is debarred or suspended by another governmental entity.
- C. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- D. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

4.18 Remedies

The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- A. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- B. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- C. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- D. The City will not be liable for incidental, special, or consequential damages.

4.19 Breach of contract during emergency recovery periods for natural emergencies

Pursuant to F. S. § 252.505, any vendor who breaches a contract for commodities or services related to an emergency response for a natural emergency during an emergency recovery period shall pay a

\$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

4.20 Continuation During Disputes

Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

4.21 Termination for Convenience

The City reserves the right to terminate this Agreement at its convenience, in part or in whole, upon thirty (30) calendar days’ written notice.

4.22 Termination for Conflict of Interest

The City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

4.23 Termination for Non-Appropriation and Modification for Budgetary Constraints

The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines, in its sole discretion, that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

4.24 Payment to Contractor Upon Termination

Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor’s properly prepared final invoice.

4.25 Non-Waiver of Rights

There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

4.26 Indemnification/Liability

- A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys’, witnesses’, and expert witnesses’ fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii)

Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.

- B. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- C. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- D. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

4.27 Warranty

Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.

4.28 City's Right to Recover Against Third Parties

Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

4.29 No Guarantee of Work

Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

4.30 Ownership

All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

4.31 Use of Name

Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.

4.32 FOB Destination Freight Prepaid and Allowed

All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

4.33 Risk of Loss

Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

4.34 Safeguarding City Property

Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

4.35 Warranty of Rights

Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble, or hindrance from Contractor or third parties.

4.36 Proprietary Rights Indemnification

Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

4.37 Contract Administration

This Agreement will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding this Agreement will be referred to the administrator for resolution. Supplements may be written to this Agreement for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

4.38 Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect

thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

4.39 Cooperative Use of Contract

This Agreement may be extended for use by other municipalities, counties, school districts, and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

4.40 Fuel Charges and Price Increases

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

4.41 Notices

All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via electronic mail; (iv) sent via overnight courier; or (v) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via electronic mail, overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

4.42 Governing Law, Venue

This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

4.43 Integration Clause

This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

4.44 Provisions Required by Law

Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

4.45 Severability

If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

4.46 Surviving Provisions

Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

The City of Clearwater, Florida, is soliciting proposals from qualified Vendors to provide family-friendly entertainment for residents and visitors of Clearwater Beach.

5.1 Introduction

The City of Clearwater (City) is a coastal community on Florida's West Coast and the third-largest city in the Tampa Bay area with a population of approximately 118,327 residents. Clearwater Beach, a renowned international destination in Pinellas County, attracts millions of tourists annually and most recently received the prestigious TripAdvisor Traveler's Choice Award for 2024. It consistently ranks among the top vacation spots in both national and international publications, offering year-round attractions such as pristine "sugar sand" beaches, diverse dining options, and venues like the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball. The acclaimed Clearwater Marine Aquarium, nationally recognized for its innovative work in marine rescue, rehabilitation, and release, remains a major draw for visitors.

The City of Clearwater is committed to advancing sustainability through eco-friendly initiatives that enhance our economy, safeguard our environment, and fortify our community.

5.2 Project Goal

The City is soliciting proposals from qualified amusement Vendors to provide family-friendly entertainment for residents and visitors of Clearwater Beach. The City anticipates awarding the contract to one (1) Vendor under a shared revenue arrangement, with amusements and activities located in designated areas of Clearwater Beach (see Attachments A and B). Proposed offerings may include, but are not limited to, climbing walls, inflatable attractions, water slides, and similar amusements. All proposed activities are subject to review and approval by authorized City personnel and must provide high level entertainment value at an affordable cost.

5.3 Background

Clearwater Beach is an international tourist destination that brings millions of tourists to Pinellas County annually and regularly ranks as a top vacation destination in both domestic and international publications. As an ideal year-round destination for travelers of all ages and interests, Clearwater boasts miles of pristine "sugar white" sand public beaches, lifeguards on duty 365 days a year, and a wide variety of water and sun activities. The City strives to provide additional entertainment opportunities to beach visitors, most notably by sponsoring several special events on the beach, co-sponsoring nightly entertainment and concessions through "Sunsets at Pier 60", offering programs and activities at the Clearwater Beach Recreation Center, and providing food and umbrella concessions to beach goers. In addition, the City provides space around Pier 60 Park for amusements operated by Vendors which have included in the past: trampolines, climbing walls, bounce houses and inflatable slides.

5.4 Scope of Services

The awarded Vendor shall be responsible for all costs associated with the operation and maintenance of its amusements, including but not limited to, liability insurance, utilities, personnel, without seeking additional funding from the City.

Subleasing or renting the amusements or activities to any other vendor not affiliated with the applicant is prohibited. Additionally, the spaces provided by the City for the amusements shall be used solely to meet the goals and objectives of this RFP. Any other business or use is strictly prohibited.

City Responsibility

- A. The City will provide year-round space detailed in Attachments A and B, to the Vendor for the term of the contract. Such space shall be used solely to serve the public as outlined herein.
- B. The City will provide sand removal and grading of the areas as outlined in Attachments A and B twice per year or in emergency situations.
- C. The City will notify the Vendor at least five (5) days in advance of an event or activity that may impact the Vendor's operation. The City may, at its discretion, waive monies owed to the City by the Vendor, at the daily rate, for maintenance or other activities necessary at the site(s).
- D. The City will provide one (1) reserved parking space within proximity to the amusement space.
- E. The City will conduct site visits to ensure contract requirements are being met.

Vendor Responsibility

- A. The Vendor shall provide various amusements, which may include, but are not limited to climbing walls, inflatable rides, inflatable waterslides, and similar attractions, all of which shall meet applicable industry safety standards.
- B. The Vendor shall be responsible for maintaining the designated areas (see Attachments A and B) and all amusements in a clean, well-maintained, and safe condition, exercising reasonable and prudent care to ensure the safety of all parties. All safety related incidents must be documented on a Safety/Incident Report Form and submitted to City staff at the earliest possible opportunity. A sample form will be required with submittal.
- C. The Vendor shall be responsible for the daily setup and takedown of amusements and activities.
- D. The Vendor shall operate seven (7) days per week, including holidays, between the hours of 9:00 a.m. and 10:30 p.m. EST, except during periods of inclement weather and during sea turtle nesting season, as defined by the Florida Department of Environmental Protection.
- E. The Vendor shall comply with all applicable federal and state regulations, particularly related to sea turtles and sea turtle nesting season.
- F. The Vendor shall report any downtime for amusements or activities exceeding four (4) hours to City staff.
- G. The Vendor shall use professional techniques in the posting of all signage.
- H. The Vendor shall set up the amusement sites, including securely anchoring equipment, fencing off the area, and establishing a designated area for ticket sales.
- I. The Vendor's employees shall operate all rides and attractions and collect attendance or other required data as directed by the City.
- J. The Vendor shall provide appropriate background screening for all employees throughout the term of the contract, as established by the City.
- K. The Vendor shall provide and maintain cardiopulmonary resuscitation (CPR) and first aid training and certifications for at least one (1) employee on-site per shift.
- L. The Vendor shall comply with all applicable Center for Disease Control (CDC), local, state, and federal laws, regulations, mandates, and guidelines.

- M. The Vendor hereby covenants and agrees to pay all bills for electricity, gas, metered water, sewer, refuse collection and other services to the premises. The Vendor shall also pay for any Wi-Fi or internet services necessary to operate its business.
- N. The Vendor shall submit annual audited gross sales reports, prepared by a Certified Public Accountant, within thirty (30) days following the end of each agreement year, along with relevant IRS depreciation and amortization schedules. These requirements shall be further detailed in the final lease agreement.
- O. For accounting and reporting purposes, the Vendor must be capable of providing daily sales reports to the City and operating the business on a predominantly cashless basis.

5.5 Revenue To The City

To be eligible for consideration, Vendors shall complete Section 9. Pricing Sheet, to include a fixed annual rental fee, payable in monthly installments as agreed upon by the City and the vendor, as well as a percentage of annual gross sales for each gross sales range listed. The final agreement will include provisions addressing late fees, interest on overdue payments, and collection costs in compliance with applicable laws.

5.6 Minimum Qualifications

The operator and its management team must possess at least five (5) years of relevant experience and demonstrate proficiency in the safe and efficient operation of outdoor amusement activities. Refer to Section 8., Response Elements, Tab 2-Qualifications. (Abilities, Experience and Expertise). Additionally, the Vendor must be properly registered to conduct business within the City of Clearwater.

5.7 References

A minimum of three (3) professional references, preferably from other public entities in an outdoor or coastal setting for which similar services have been provided, are required under Response Elements, Tab 4. Additionally, Vendors shall provide letters from three (3) financial references (banks, credit organizations, ride manufacturers, major suppliers, etc.) that the Vendor has done business with during the last two (2) years.

INSURANCE REQUIREMENTS

A list of Insurance Policies that may be required.

6.1 Requirements

The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement.

6.2 Commercial General Liability Insurance

Coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

6.3 Commercial Automobile Liability Insurance

Coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

6.4 Sexual Abuse and Molestation Liability Coverage

On a form acceptable to the City and which shall cover vendor and its employees for liability arising out of any occurrence of abuse or molestation in relation to the work provided by vendor under the Agreement. If the Abuse and Molestation coverage is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required. Limits should be per Claim \$1,000,000, Annual Aggregate \$1,000,000, with a Deductible or Self-Insured Retention of \$25,000

6.5 Workers' Compensation Insurance

Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

6.6 Waiver of Subrogation

With regard to any policy of insurance that would pay third party losses, Contractor hereby grants City a waiver of any right to subrogation which any insurer of the Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless of whether or not the city has received a waiver of subrogation endorsement from each insurer.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

6.7 Other Insurance Provisions

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Procurement Division, 25-26
P.O. Box 4748
Clearwater, FL 33758-4748

Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.

Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

7.1 Anticipated Beginning and End of Initial Term

The initial term is estimated to be from May 17, 2026 through May 16, 2027.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

7.2 Renewal

At the end of the initial term of this contract, the City may initiate renewal(s) as provided herein. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Four (4), one (1) year renewal(s) are possible at the City's option.

7.3 Extension

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

7.4 Prices

Section intentionally left blank.

RESPONSE ELEMENTS

NOTE: Every proposal received by the City is considered a public record pursuant to Chapter 119, Florida Statutes. Vendors who mark responses as exempt from public disclosure must identify the specific exemption applicable to the information. In the event the City receives a public records request for a Vendor's proposal, the City reserves the right to independently review the proposal for statutory exemptions. While the City will take the proposed exemption into consideration when responding to a public records request, please be aware that the proposal may still be subject to complete disclosure, and the proposed exemption may not meet the statutory criteria. For questions, please contact the City Clerk.

8.1 Proposal Submission

The City prefers responses are submitted electronically through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/myclearwater>.

Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City strongly recommends completing your response well ahead of the deadline.

Bidders can get help through OpenGov Assist, located on the bottom right of the OpenGov portal.

8.2 Proposal Format

The following items shall be included in your proposal and uploaded into the specified section of the RFP.

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

- A. The proposer's understanding of the work to be performed.
- B. A positive commitment to perform the service within the time period specified.
- C. The names of key persons, representatives, and project managers who will be the main contacts for the City regarding this project.

TAB 2 – Qualifications. (Abilities, Experience and Expertise) The operator and its management team must possess a minimum of five (5) years of relevant experience and demonstrate the ability to safely and efficiently operate outdoor amusement activities. Proposal shall provide the following information:

- A. A statement outlining the proposer's qualifications, abilities, experience and expertise in providing the services requested.
- B. A description of the proposer's qualifications, financial and otherwise, to provide these services for the required term, including the ability to provide appropriate staffing, necessary resources, and demonstrated history of competent performance.
- C. A description of the proposer's experience with amusement activities, preferably in an outdoor or coastal environment.
- D. Identification of senior and technical staff to be assigned to the City. Staff identified in the proposal may not be substituted without the City's prior approval. Resumes highlighting relevant experience may be included.

TAB 3 - Program Description. Clearly define the program offered to include, but not limited to the following elements:

- A. A detailed list of the amusement options being offered.
- B. A fee schedule for each amusement option.
- C. The age and condition of the equipment to be provided, including representative photographs and a sample Safety/Incident Report Form.
- D. The Vendor's ability to respond and accommodate scheduling needs.
- E. Documentation of attendance, activity and revenue generated by the proposed amusement options.

TAB 4 - References: Proposers shall provide a minimum of three (3) professional references, preferably from other public entities in an outdoor or coastal setting for which similar services have been provided. The following information shall be included:

- A. The name of the entity; contact person’s name; phone number; e-mail address; mailing address; description of the services provided; and the dates these services were performed.
- B. In addition, provide letters from three (3) financial references (banks, credit organizations, rides manufacturers, major suppliers, etc.) with whom the proposer has conducted business with during the past two (2) years.

TAB 5 – Revenue to the City: Completed Pricing Sheet under Section 9. Pricing Sheet.

Other Forms. Reference Submittal Requirements:

- A. Scrutinized Companies Form(s)
- B. Compliance with Anti-Human Trafficking Laws Form
- C. W-9 Form. Include a current W-9 form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

PRICING SHEET

To be eligible for consideration, proposers are required to complete all "Line Items" under the Pricing Sheet. Revenue to the City shall consist of a fixed annual rental fee, payable in monthly installments as agreed upon by the City and the vendor, as well as a percentage of annual gross sales for each gross sales range listed. The final agreement will include provisions addressing late fees, interest on overdue payments, and collection costs in compliance with applicable laws.

PAYMENT TERMS:

- City of Clearwater’s standard payment terms are NET30
- Electronic Funds Transfer (EFT) / Automated Clearing House (ACH)

PROPOSED RENT

Vendors shall submit proposed monthly rental payment amounts in their submission below.

Line Item	Description	Quantity	Unit of Measure	Monthly Rent	Total
1	Monthly Proposed Rent Fee	12	Each		
TOTAL					

PROPOSED SHARED REVENUE

Vendors shall submit the proposed annual percentage of gross sales for each of the ranges below.

Line Item	Gross Sales Ranges	Unit of Measure	Percentage
1	\$400,000 and \$550,000	Proposed Percentage	
2	\$550,001 and \$700,000	Proposed Percentage	

Line Item	Gross Sales Ranges	Unit of Measure	Percentage
3	>\$700,000	Proposed Percentage	

SUBMITTAL REQUIREMENTS

1 Exceptions*

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Do you have any exceptions to the provisions or specifications?

- Yes
- No

*Response required

When equals "Yes"

*Exceptions Taken**

****Special Note – Any material exceptions taken to the City’s Terms and Conditions may render a Proposal non-responsive.**

Upload a copy of any exceptions taken to the provisions or specifications in this solicitation.

*Response required

2 Additional Materials*

Have you included any additional materials?

- Yes
- No

*Response required

When equals "Yes"

*Description of Additional Materials**

Provide a brief description of the additional materials included.

*Response required

3 Certified Business*

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

- Yes
- No

*Response required

When equals "Yes"

*Certified Business Type**

Pick one of the following.

- Certified Small Business
- Certified Minority, Woman, or Disadvantaged Business Enterprise

*Response required

When equals "Yes"

*Certifying Agency**

List the Agency that provided your certification.

*Response required

When equals "Yes"

*Certification Documentation**

Provide a copy of your certification.

*Response required

4 Vendor Certification*

By submitting this response, the Vendor hereby certifies that:

- A. It is under no legal prohibition on contracting with the City of Clearwater.
- B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- C. It has no known, undisclosed conflicts of interest.
- D. The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
- E. No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
- F. It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.
- G. It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
- H. It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.

- I. It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
- J. It is current in all obligations due to the City.
- K. It will accept all terms and conditions as set forth in this solicitation if awarded by the City.
- L. The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

Please confirm

*Response required

5 E-Verify System Certification*

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

The affiant, by virtue of confirming below, certifies that:

- A. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
- B. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- C. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- D. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- E. The Contractor must maintain a copy of such affidavit.
- F. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- G. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- H. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Please confirm

*Response required

6 Vendor's Proposal*

Upload a copy of your proposal with the information requested as detailed in the solicitation titled 25-26 Beach Amusements and Activities.

*Response required

7 Scrutinized Company Certification*

Please download the below documents, complete, notarize, and upload.

- [SCRUTINIZED COMPANIES AND B...](#)

*Response required

8 Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete, and upload.

- [Compliance with 787.06 form...](#)

*Response required

9 W-9*

Upload your current W-9 form. (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

*Response required