

**RESOLUTION NO. 12 -09**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE PROCUREMENT PROCESS AND ADOPTING THE EXISTING COMPETITIVELY BID AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE, FLORIDA AND ALL STAR EVENTS, INC. FOR THE PROVISION OF RENTALS FOR BOUNCE HOUSES, INFLATABLES AND VARIOUS OUTDOOR GAMES IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Parks and Recreation Department plans and executes two (2) special events per year that include the rental of bounce houses, inflatables, and various outdoor games; and

**WHEREAS**, the City of Fort Lauderdale, Florida has an existing, competitively bid agreement with All Star Events, Inc. for the provision of the above-mentioned rentals; and

**WHEREAS**, pursuant to the City's Purchasing and Procurement Ordinance, Staff respectfully requests that the City Council waive the procurement process and adopt the existing, competitively bid agreement between the City of Fort Lauderdale, Florida and All Star Events, Inc. (Exhibit A) for the provision of rentals for bounce houses, inflatables, and various outdoor games in an amount not to exceed \$25,000.00.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1.** The City Council hereby waives the procurement process and adopt the existing, competitively bid agreement between the City of Fort Lauderdale, Florida and All Star Events, Inc. (Exhibit A) for the provision of rentals for bounce houses, inflatables, and various outdoor games in an amount not to exceed \$25,000.00.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor DiPietro who moved its adoption. The motion was seconded by Councilmember Boria and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Luigi Boria	Yes
Councilman Pete Cabrera	No
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 11<sup>th</sup> day of January, 2012.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL:

  
\_\_\_\_\_  
JIMMY MORALES, CITY ATTORNEY

# EXHIBIT “A”



## Memorandum

Date: December 16, 2011

To: Honorable Mayor and Council Members

Via: Yvonne Soler-McKinley, City Manager

From: Barbara Hernandez, Parks & Recreation Department

Subject: Rental of Bounce Houses, Inflatables and Various Outdoor Games

The Parks and Recreation Department plans and executes two special events per year that include the rental of bounce houses, inflatables and various outdoor games totaling approximately \$25,000 per calendar year. Additionally, we are looking into adding a couple of more events to the list of those requiring said rentals in the near future. Through extensive research we were able to locate the City of Fort Lauderdale's RFP #513-10679 which reflects reduced pricing from All Star Events.

We respectfully propose capitalizing on the City of Fort Lauderdale's purchasing power and adopting the RFP #513-10679. We have compared pricing from various companies, including All Star Events, and the price sheet included in the RFP would represent significant fiscal savings.

Furthermore, the City of Doral has utilized All Star Events throughout the years and they have proven to provide unmatched customer service, quality products and professional staff.

Enclosed please find a copy of the City of Fort Lauderdale's RFP #513-10679 and All Star Events' Award Agreement for your review.

This purchase is funded in account 001.90005.500440.

Approved ☒ Disapproved ☐  
For Funding Availability

Approved ☒ Disapproved ☐  
For Legal Sufficiency

Approved ☒ Disapproved ☐

  
Eliza Rassi, Finance Director

  
Jimmy Morales, City Attorney

  
Yvonne Soler-McKinley, City Manager



City of Fort Lauderdale • Procurement Services Department  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
[www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)

Sent  
5/24

May 17, 2011

All Star Events, Inc.  
Attn: Trisha Lembo  
16350 NW 15 Avenue  
Miami, FL 33169

Dear Ms. Lembo:

Congratulations, the City of Fort Lauderdale has awarded your company **Contract 513-10679 for Rental of Bounce Houses, Inflatables.**

Someone with authorization to sign for your company must place their signature on the attached document where indicated, agreeing to the terms, conditions and specifications set forth in the agreement and have the signature notarized. **THE CONTRACT SIGNOR MUST BE AN OFFICER OF THE COMPANY AND ATTESTED TO BY THE SECRETARY OR YOU MUST PROVIDE A DOCUMENT FROM AN OFFICER OF THE COMPANY, THAT AUTHORIZES THOSE LISTED TO SIGN ON THEIR BEHALF.** Only the signatures of the authorized officers that are listed with the Division of Corporations (highlighted on the attached) will be accepted.

**AFTER THE APPROPRIATE SIGNATURES AND NOTARY ARE RECEIVED, PLEASE RETURN BOTH ORIGINAL COPIES** of the contract. Once the Director of the Procurement Services Department signs the contract, a fully executed copy will be returned to you.

Please contact me at 954-828-5141 if you have any questions, thank you.

Sincerely,

Carrie L. Keohane  
Procurement Specialist I

Attachments

***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

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**513-10679**

**CONTRACT  
COPY**

**RENTAL OF BOUNCE HOUSES,  
INFLATABLES AND VARIOUS OUTDOOR  
GAMES**



**CITY OF FORT LAUDERDALE**

**AnnDebra Diaz**

**954-828-5949**

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**Item 513-10679-1-02 - SMALL BOUNCE HOUSE****Quantity 29 hour****Unit Price** **ITEM NAME OFFERED** **ITEM SIZE OFFERED** **Delivery Location****City of Fort Lauderdale**See ITB SpecificationsSee ITB Specifications

Fort Lauderdale FL 33301

**Qty 29****Description****SMALL BOUNCE HOUSE****MINIMUM SIZE REQUIRED: 15X15X15 (OR EQUAL)****PRICE IS PER HOUR AND SHALL INCLUDE ANY REQUIRED ATTENDANT(S) AND POWER SOURCE**

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**Item 513-10679-1-03 - NOVELTY THEME BOUNCE HOUSE****Quantity 27 hour****Unit Price** **ITEM NAME OFFERED** **ITEM SIZE OFFERED** **Delivery Location****City of Fort Lauderdale**See ITB SpecificationsSee ITB Specifications

Fort Lauderdale FL 33301

**Qty 27****Description****NOVELTY THEME BOUNCE HOUSE****MINIMUM SIZE REQUIRED: 18X20X18 (OR EQUAL)****PRICE IS PER HOUR AND SHALL INCLUDE ANY REQUIRED ATTENDANT(S) AND POWER SOURCE**

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**Item 513-10679-1-04 - DOUBLE LANE OBSTACLE COURSE****Quantity 24 hour****Unit Price** **ITEM NAME OFFERED** **ITEM SIZE OFFERED** **Delivery Location****City of Fort Lauderdale**See ITB SpecificationsSee ITB Specifications

Fort Lauderdale FL 33301

**Qty 24****Description****DOUBLE LANE OBSTACLE COURSE****MINIMUM REQUIREMENT: DOUBLE LANE LARGE AGES 6 & UP****PRICE IS PER HOUR AND SHALL INCLUDE ANY REQUIRED ATTENDANT(S) AND POWER SOURCE**

Unit Price   
ITEM NAME OFFERED   
ITEM SIZE OFFERED   
Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 12**

**Description**

3 IN 1 COMBO

MINIMUM SIZE REQUIRED: 30x24x15 (OR EQUAL)

PRICE IS PER HOUR AND SHALL INCLUDE ANY REQUIRED ATTENDANT(S) AND POWER SOURCE

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Item **513-10679-1-09 - ROCK CLIMBING WALL**  
Quantity **28 hour**  
Unit Price   
ITEM NAME OFFERED   
ITEM SIZE OFFERED   
Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 28**

**Description**

ROCK CLIMBING WALL

MINIMUM SIZE REQUIRED: THREE (3) SIDED

PRICE IS PER HOUR AND SHALL INCLUDE ANY REQUIRED ATTENDANT(S) AND POWER SOURCE

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Item **513-10679-1-10 - BUNGEE JUMP**  
Quantity **5 hour**  
Unit Price   
ITEM NAME OFFERED   
ITEM SIZE OFFERED   
Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 5**

**Description**

BUNGEE JUMP

MINIMUM SIZE REQUIRED: THREE (3) STATION

PRICE IS PER HOUR AND SHALL INCLUDE ANY REQUIRED ATTENDANT(S) AND POWER SOURCE

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Item **513-10679-1-11 - LAND TRAIN WITH CONDUCTOR**  
Quantity **4 hour**  
Unit Price



**ITB# 513-10679****TITLE: Rental of Bounce Houses, Inflatables & Various Outdoors Games****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide the rental of bounce houses, inflatables and other various outdoors games on an as needed basis for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this ITB, technical specifications, etc please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number, solicitation title and Contractor's name, no later than the time and date specified in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

**04. SITE VISIT**

It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extend of the work, and the equipment, materials and labor required.

**05. ELIGIBILITY**

To be eligible to respond to this solicitation, the Contractor must demonstrate that they have successfully completed services, of a similar project size to those specified in the scope of services section of this solicitation to at least one City similar in size and complexity to the City of Fort Lauderdale.

**06. PRICING/DELIVERY**

All pricing shall be based on hourly rates including any required attendant(s) and power source/generator per inflatable/game. There shall be no charge for set-up and breakdown.

and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**15. COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**16. SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**17. CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

**22. BACKGROUND CHECK**

Operators shall undergo and pass a background screening acceptable to the Department and paid for by Contractor. Any guest operators other than regular Contractor staff shall also undergo and pass a background screening if they would be left unattended with children.

**23. INSURANCE**

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance, Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

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.

**Workers' Compensation and Employers' Liability Insurance**

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

**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:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

This coverage must not exclude:

- a. Assault and Sexual Abuse

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.

**27. PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

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

**28. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**29. CANADIAN COMPANIES**

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. All monetary amounts set forth in this Contract are in United States dollars.

**30. LOBBYING ACTIVITIES**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

**B. OTHER GAMES**

1. Boxing/Joust Ring – Minimum Size: 25x25 (or equal)
2. Bungee Jump – 3 Station
3. Land Train with conductor
4. Pony Rides with handlers
5. Mechanical Bull Ride

**04. LIST OF ANTICIPATED EVENTS AND ESTIMATED REQUIREMENTS****A. Summer Camp Program (Dates will be congruent with the Broward County School Board Summer Vacation)**

Camp Locations/Inflatables Requested: *(Dates will be chosen by each facility) \*\**

Inflatables chosen will vary by site from the following; Small Bounce House, Large Bounce House, Water Slide with flowing water, Double Obstacle Course, Rock Climbing Wall, Boxing/Joust Ring, Bungee Jump. Each site will use one (1-2) inflatables for a 2-3 hour block.

1. Bass Park - 2750 N.W.19<sup>th</sup> Street
2. Beach Community Center - 3351 NE 33<sup>rd</sup> Avenue
3. Croissant Park – 245 West Park Drive
4. Carter Park - 1450 W. Sunrise Boulevard
5. Club Carter - 1450 W. Sunrise Boulevard
6. Holiday Park - 1200 G Harold Martin Drive
6. Holiday Park Teen Camp-1200 G Harold Martin Drive
7. George English Park-1101 Bayview Drive
8. Lauderdale Manors - 1340 Chateau Park Drive
9. Lincoln Park-600 NW 19<sup>th</sup> Ave.
11. Osswald Park - 2220 NW 21<sup>st</sup> Ave
12. Riverland Park - 900 SW 27<sup>th</sup> Ave
13. Riverside Park - 500 S.W. 11<sup>th</sup> Avenue
14. Southside School-701 South Andrews Avenue
15. Warfield Park - 1000 N Andrews Avenue

**B. Joy in the Park – Carter Park - 1450 W. Sunrise Boulevard (Late July or Early August):**

1. Rock Climbing Wall: 8 hours
2. Large Bounce House: 8 hours
3. Double Obstacle Course: 8 hours

**C. David Deal Play Day – Carter Park - 1450 W. Sunrise Boulevard (Late July/Early August):**

8. Riverland Park - 900 SW 27<sup>th</sup> Ave
9. Warfield Park - 1000 N Andrews Avenue

I. Birthday Parties – (As requested by the public)  
Beach Community Center: Beach Community Center-3351 NE 33<sup>rd</sup> Ave.

1. Small Bounce House: 15 hours

J. City Centennial Celebration (March)

1. Large Bounce House: 6 hours
2. Novelty Bounce House: 6 hours
3. 3 in 1 Combo: 6 hours
4. Inflatable slide: 6 hours

K. Trick or Treat on Second Street (October)

1. Novelty Bounce House: 3 hours
2. Inflatable Slide: 3 hours

OTHER MISCELLANEOUS EVENTS MAY BE ADDED THROUGHOUT THE YEAR

Pakistani and East Indian.

**HISPANIC**, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

**NATIVE AMERICAN**, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

**ASIAN AMERICAN**, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### **1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.
- BID** – a price and terms quote received in response to an ITB.
- PROPOSAL** – a proposal received in response to an RFP.
- BIDDER** – Person or firm submitting a Bid.
- PROPOSER** – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

#### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 69-6000319, and State Sales tax exemption number is 85-8013876578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's

following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:  
[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the Insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).



2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. 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.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

**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.

Submitted by:

(signature)

(date)

Name (printed):

Title:

Company: (Legal Registration)

**CONTRACTOR, IF FOREIGN CORPORATION, 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/>).**

Address:

City:

State:

Zip:

Telephone No.

FAX No.

Email:

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

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

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

Addendum No.

Date Issued

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: Address: Contact Name: Telephone: Company Name: Address: Contact Name: Telephone: Company Name: Address: Contact Name: Telephone: 

2. Number of years experience the proposer has had in providing similar services:

 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

--

4. List appropriate licenses as issued by Broward County.

--

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

--

**Question and Answers for Bid #513-10679 - RENTAL OF BOUNCE  
HOUSES, INFLATABLES AND VARIOUS OUTDOOR GAMES**

**OVERALL BID QUESTIONS**

There are no questions associated with this bid.

# CONTRACT COPY

**ALLSTAR EVENTS**

Bid Contact **TRISHA LEMBO**  
**TRISHA@ALLSTAR-EVENTS.COM**  
**Ph 305-623-0058**

Address **16350 NW 50 ST**  
**MIAMI, FL 33169**

Qualifications **SB**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
513-10679-1-01	LARGE BOUNCE HOUSE	Supplier Product Code: ITEM NAME OFFERED: large bounce house ITEM SIZE OFFERED: 18x20	First Offer - \$100.00	45 / hour	\$4,500.00	Y
513-10679-1-02	SMALL BOUNCE HOUSE	Supplier Product Code: ITEM NAME OFFERED: small bounce house ITEM SIZE OFFERED: 18x20	First Offer - \$100.00	29 / hour	\$2,900.00	Y
513-10679-1-03	NOVELTY THEME BOUNCE HOUSE	Supplier Product Code: ITEM NAME OFFERED: novelty bounce house ITEM SIZE OFFERED: 18x20	First Offer - \$100.00	27 / hour	\$2,700.00	Y
513-10679-1-04	DOUBLE LANE OBSTACLE COURSE	Supplier Product Code: ITEM NAME OFFERED: 2-lane obstacle course ITEM SIZE OFFERED: 18x36	First Offer - \$175.00	24 / hour	\$4,200.00	Y
513-10679-1-05	BOXING/JOUST RING	Supplier Product Code: ITEM NAME OFFERED: boxing/joust ITEM SIZE OFFERED: 25x25	First Offer - \$100.00	5 / hour	\$500.00	Y
513-10679-1-06	INFLATABLE	Supplier	First Offer - \$150.00	15 / hour	\$2,250.00	Y

	SLIDE	<b>Product Code:</b> <b>ITEM NAME OFFERED:</b> 24 ft Inflatable slide- wet/dry <b>ITEM SIZE OFFERED:</b> 24 ft				
513-10679-1-07	WATER SLIDE WITH FLOWING WATER	<b>Supplier Product Code:</b> <b>ITEM NAME OFFERED:</b> 30 ft inflatable slide wet/dry <b>ITEM SIZE OFFERED:</b> 30 ft	First Offer - \$175.00	32 / hour	\$5,600.00	Y
513-10679-1-08	3 IN 1 COMBO	<b>Supplier Product Code:</b> <b>ITEM NAME OFFERED:</b> 3 in 1 combo <b>ITEM SIZE OFFERED:</b> 30x24	First Offer - \$150.00	12 / hour	\$1,800.00	Y
513-10679-1-09	ROCK CLIMBING WALL	<b>Supplier Product Code:</b> <b>ITEM NAME OFFERED:</b> rock wall <b>ITEM SIZE OFFERED:</b> 24 ft- 3 sides	First Offer - \$175.00	28 / hour	\$4,900.00	Y
513-10679-1-10	BUNGEE JUMP	<b>Supplier Product Code:</b> <b>ITEM NAME OFFERED:</b> bungee jump <b>ITEM SIZE OFFERED:</b> 24 ft- 3 station	First Offer - \$375.00	5 / hour	\$1,875.00	Y
513-10679-1-11	LAND TRAIN WITH CONDUCTOR	<b>Supplier Product Code:</b> <b>ITEM NAME OFFERED:</b> land train <b>ITEM SIZE OFFERED:</b> seats 12	First Offer - \$150.00	4 / hour	\$600.00	Y
513-10679-1-12	PONY RIDE WITH HANDLER	<b>Supplier Product Code:</b>	First Offer - \$125.00	4 / hour	\$500.00	Y

# OF  
PONIES  
AVAILABLE:  
2 ponies  
# OF  
HANDLERS  
AVAILABLE:  
2 attendants

513-10679-1-13	MECHANICAL BULL RIDE	Supplier Product Code:	First Offer - \$225.00	4 / hour	\$900.00	Y
Supplier Total					\$33,225.00	

***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

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**513-10679**

**RENTAL OF BOUNCE HOUSES,  
INFLATABLES AND VARIOUS OUTDOOR  
GAMES**



**CITY OF FORT LAUDERDALE**

**AnnDebra Diaz**

**954-828-5949**



Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: **CITY OF SUNRISE SPECIAL EVENTS PARK & REC**  
Address: **10610 W OAKLAND PARK BLVD SUNRISE FL 33351**  
Contact Name: **MARISA, BECKY, AMANDA**  
Telephone: **954-747-4642**

Company Name: **CITY OF NORTH MIAMI BEACH**  
Address: **17051 NE 19 AVE MIAMI FL**  
Contact Name: **JACKIE, MIGUEL**  
Telephone: **305-948-2957**

Company Name: **CITY OF SUNNY ISLES**  
Address: **18070 COLLINS AVE SUNNY ISLES FL**  
Contact Name: **STEPHANIE, SILVIA**  
Telephone: **305-792-1759**

2. Number of years experience the proposer has had in providing similar services:  
**22 Years**
3. Have you ever failed to complete work awarded to you? If so, where and why?  
**NO**
4. List appropriate licenses as issued by Broward County.  
**BROWARD COUNTY LOCAL BUSINESS TAX  
RECIEPT #329-36708**
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.  
**WE HAVE OVER 100 ATTENDANTS ON CALL AND 15 SUPERVISORS  
OFFICE STAFF OF 8**
6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.  
**N/A**

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

THIS AGREEMENT, made and entered into this 31 day of MAY, 2011, is 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 All Star Events, Inc. a Florida corporation ("Contractor" or "Company"), whose address and phone are 16350 Northwest 15 Avenue, Miami, FL 33169. Phone: 305-623-0058, Fax: 305-623-0067, Email: Trisha@allstar-events.com

WHEREAS, the City issued Invitation to Bid Number 513-10679 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 5, 2011, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur-08, CAR No. 0468),

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:

1. The Contractor agrees to provide to the City rental of bounce houses, inflatables and various outdoor games in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning June 5, 2011 and ending June 4, 2012 for the requirements listed above.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB and the Contractor's response thereto, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form, G-110 Rev. 01/10;

Second, any and all addenda to the ITB in reverse chronological order;

Third, the ITB;

Fourth, the Contractor's response to any addendum requiring a response;

Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

6. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

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

CITY OF FORT LAUDERDALE

By: [Signature]  
Director of Procurement Services

Approved as to form:

[Signature]  
Senior Assistant City Attorney

ATTEST

Sonny Banks, Pres  
Print Name:  
Title:

CONTRACTOR

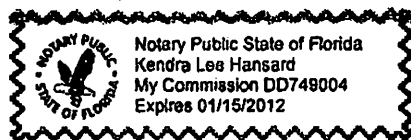
By: [Signature]  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by SONNY BANKS as PRESIDENT (title) for All Star Events, Inc., a Florida corporation.

(SEAL)



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

Kendra Lee Hansard  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced ID \_\_\_\_\_  
Type of ID Produced \_\_\_\_\_

**RESOLUTION NO. 12 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE PROCUREMENT PROCESS AND ADOPTING THE EXISTING COMPETITIVELY BID AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE, FLORIDA AND ALL STAR EVENTS, INC. FOR THE PROVISION OF RENTALS FOR BOUNCE HOUSES, INFLATABLES AND VARIOUS OUTDOOR GAMES IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Parks and Recreation Department plans and executes two (2) special events per year that include the rental of bounce houses, inflatables, and various outdoor games; and

**WHEREAS**, the City of Fort Lauderdale, Florida has an existing, competitively bid agreement with All Star Events, Inc. for the provision of the above-mentioned rentals; and

**WHEREAS**, pursuant to the City's Purchasing and Procurement Ordinance, Staff respectfully requests that the City Council waive the procurement process and adopt the existing, competitively bid agreement between the City of Fort Lauderdale, Florida and All Star Events, Inc. for the provision of rentals for bounce houses, inflatables, and various outdoor games in an amount not to exceed \$25,000.00.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1.** The City Council hereby waives the procurement process and adopt the existing, competitively bid agreement between the City of Fort Lauderdale, Florida and All Star Events, Inc. for the provision of rentals for bounce houses, inflatables, and various outdoor games in an amount not to exceed \$25,000.00.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_who moved its adoption. The motion was seconded by \_\_\_\_\_and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez  
Vice Mayor Michael DiPietro  
Councilman Luigi Boria  
Councilman Pete Cabrera  
Councilwoman Ana Maria Rodriguez

PASSED and ADOPTED this 11<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL:

\_\_\_\_\_  
JIMMY MORALES, CITY ATTORNEY