



Date: August 28, 2024

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): P-17-24 - Intracoastal Waterway Water Taxi Services in Pompano Beach**

The City of Pompano Beach, Florida (COPB) is interested in receiving proposals in response to the attached RFP for Intracoastal Waterway Water Taxi Services in Pompano Beach. All questions regarding this RFP will be submitted using the Questions feature in the eBid System. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and the Proposer must obtain all addenda before submitting a response to this RFP.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” (F.S 287.057 (25), and Special Condition 6.44).

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after General Services and Procurement releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

To ensure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

- **REQUIRED RESPONSE FORM**

Section 1.0 Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals following Section 4.0. COPB reserves the right to reject and not consider any proposal that is not organized and does not contain all the information outlined in Section 4.

- **DUE DATE**

Proposals must be submitted electronically (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in **Section 2.0—Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

Thank you for your interest in COPB. Please use the Questions feature in the City’s eBid System if you have any questions.

REQUEST FOR PROPOSALS (RFP)

RFP P-17-24

Title: Intracoastal Waterway Water Taxi Services in Pompano Beach



RFP Release Date: **SEE SECTION 2.0 - SCHEDULE OF EVENTS**

Written Questions Due: On or Before 5:00 p.m. ET
SEE SECTION 2.0 - SCHEDULE OF EVENTS
in General Services and Procurement Department

Proposals Due: DUE DATE Proposals are due electronically through www.pompanobeachfl.ionwave.net on the date and time stated in Section 2.0 – Schedule of Events. To have your proposal considered, it must be electronically submitted before the due date and time.
Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted.

THE CITY OF POMPANO BEACH, FLORIDA
General Services and Procurement Department
1190 NE 3 Avenue, Pompano Beach, FL 33060
Phone: 954.786.4098 / Fax: 954.786.4168

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1. SECTION 1.0 REQUIRED RESPONSE FORM

Refer to the RFP P-17-24 Attachments, Attributes, and Response Submission tabs at <http://www.pompanobeachfl.ionwave.net>.

2. SECTION 2.0 – SCHEDULE OF EVENTS

RFP NUMBER:	P-17-24
RFP TITLE:	Intracoastal Waterway Water Taxi Services in Pompano Beach
RELEASE DATE:	August 28, 2024
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	September 5, 2024, at 5:00:00 PM
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	September 10, 2024
RFP RESPONSES DUE DATE/TIME:	September 12, 2024, at 2:00:00 PM
EVALUATION COMMITTEE MEETING	TBD
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

*The City may amend dates in this schedule at its sole discretion, and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the City. All times listed are Eastern Standard Time (EST)

LOCAL VENDORS: The City of Pompano Beach actively encourages local vendors to participate.

3. SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

- 3.1. **Introduction:** The City of Pompano Beach (“CITY”) is seeking proposals from qualified firms to provide Cost Proposals along with qualifications and project approaches for consideration to provide Water Taxi services within the City and potentially connect said services to neighboring cities to the south (Lauderdale-by-the-Sea) and north (Deerfield Beach and Hillsboro Beach, if applicable). The City wishes to provide Water Taxi services connecting local restaurants and public facilities located on the Intracoastal Waterway, particularly between the Atlantic Boulevard bridge and the Hillsboro Inlet bridge (see Exhibit A for a map of proposed water taxi stops). The City requests proposals from interested Water Taxi Service providers to provide a turnkey operation. The proposer shall explore and confirm whether existing City facilities (access ramps) are adequate to support a water taxi service and, if necessary, recommend necessary improvements to facilitate safe accessibility.

The city plans to assist the successful proposer with negotiations to connect to neighboring cities. The city desires to enter into a 5-year contract with a 5-year renewal option. Other options, in addition to providing a service for the city, can be discussed during the contract negotiation process.

The CITY wishes for this service to be first class, whereas the Water Taxi could become a transportation of choice for locals and visitors alike. The Water Taxi is expected to be an essential component of the Pier Redevelopment. Recently, the CITY completed a \$20 million parking garage, and over \$50 million will be invested by a private developer to construct restaurants and retail shops. Therefore, the Water Taxi will be a mechanism to bring people to the area and can become an attraction in itself. The proposer shall explore and confirm whether existing City facilities (access ramps) are adequate to support a water taxi service and, if necessary, recommend necessary improvements to facilitate safe accessibility. Where necessary, the CITY will address Americans with Disabilities Act (ADA) accessibility to vessels, ramps, stations, etc. Applicants shall verify ADA access and confirm vessels are adequately structured to board disabled individuals.

The successful proposer must coordinate permitting efforts with various CITY Departments and other government agencies as necessary.

- 3.2. The City will receive sealed proposals by 2:00 p.m. (local) on **September 12, 2024**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Upon reviewing the proposals submitted, the City of Pompano Beach’s objective is to select a firm to provide Water Taxi services within the city and potentially connect said services to neighboring cities to the south (Lauderdale-by-the-Sea) and north (Deerfield Beach and Hillsboro Beach, if applicable).

An Evaluation Committee will evaluate the proposals to determine their eligibility under the terms and conditions of this RFP.

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

More information is included in **Attachment A**.

- 3.3. **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted to General Services and Procurement via <http://www.pompanobeachfl.ionwave.net/>. Any questions that require a response that amends the RFP document will be answered via Addendum by the General Services and Procurement Department and provided to all Proposers. No information given in any other manner will be binding on COPB.

Any questions concerning any condition or requirement of this RFP must be submitted through <http://www.pompanobeachfl.ionwave.net/> on or before 5:00 p.m. ET of the date listed in Section 2.0 Schedule of Events. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on COPB.

- 3.4. **Contract Term:** The City desires to enter into a 5-year contract with a 5-year renewal option.
- 3.5. **Price Adjustments:** Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of General Services and Procurement.
- 3.6. **Submittal of Proposal:** Submit proposals following all steps and requirements at <http://www.pompanobeachfl.ionwave.net/>. Submissions should include all documents, requirements, and attachments advertised on the website. COPB reserves the right to reject and not consider any proposal that is not submitted per Section 4.
- 3.7. **Evaluation & Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.1 of the RFP and be confirmed at the time of submission to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and not be considered for further evaluation. Those proposals that meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee.

All Proposals will be evaluated by the Evaluation Committee and General Services and Procurement staff based on the information submitted by the Submitting Firm(s) in response to this RFP and by the evaluation criteria established in Section 4. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for an award.

The evaluation committee will evaluate all responsive Proposals based on the information submitted by Proposers in response to Sections 4.0 and 5.0. Based on the evaluation of proposals, the committee will recommend the highest-ranked proposal (s) to COPB for an award of a Design/Build Services Agreement.

- 3.8. **Question and Answer Sessions:** The Evaluation Committee may ask questions during the evaluation meeting. The Proposer is to answer the Committee's questions.

4. SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

The proposal must be submitted electronically via the e-bidding platform <http://www.pompanobeachfl.ionwave.net/> on the date and at the time indicated in Section 2. COPB will not be responsible for delays in the Proposer's proposal submission.

Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. COPB will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the stated prices.

4.1. **Minimum Eligibility Requirements:** The COPB's General Services and Procurement Department shall determine whether each Proposer meets the Minimum Eligibility requirements based on the criteria listed in this RFP and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. The following Scope of Service and Performance Specifications must be delivered:

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.1.1	Provision of suitable Water Taxi vessels with adequate ridership capacity.			
4.1.2	The successful applicant's personnel shall manage and operate the vessels.			
4.1.3	Personnel shall be properly trained and licensed to handle and operate vessels following applicable laws and regulations.			
4.1.4	Personnel shall operate vessels safely and conduct operations with utmost respect and professionalism, prioritizing customer service.			
4.1.5	Compliance with all state and local codes, laws, and ordinances, including but not limited to the U.S. Coast Guard, CITY, OSHA, Federal and State ADA Standards for Accessible Design, and Broward County applicable codes.			
4.1.6	Maintain at least the minimum insurance required as stated in Section 4.3 or as stated in writing by the City's Risk Management Department.			

The listed scope of services and performance specifications are minimum requirements. The proposer agrees to comply with the minimum Scope of Services and Performance Specifications by providing a proposal. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.

4.2. **Submission/Format Requirements:** Proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload the response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB, the response must be split and uploaded as two (2) separate files. At a minimum, the proposer is expected to adhere to and provide the following information:

4.3. **Insurance:** The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City upon award of the proposal. The successful Proposer(s) shall not commence operations until the City of Pompano Beach Risk Manager has received and approved certification or proof of insurance detailing the terms and provisions of coverage. If you are responding to a bid and have questions regarding the insurance requirements, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to the City staff responsible for oversight of the subject project/contract. The Contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Agreement, City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by this Agreement, including limits, coverages, or endorsements. The city reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder shall, at their sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees in the course of their employment.

- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this Agreement.

 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate

* Policy to be written on a claim incurred basis

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

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person), bodily injury (each accident), property damage, bodily injury, and property damage combined.

XX	comprehensive form
XX	owned
XX	hired
XX	non-owned

REAL & PERSONAL PROPERTY

___	comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY

Minimum \$2,000,000 Per Occurrence and Per Aggregate bodily injury and property damage combined

XX	umbrella form
XX	other than umbrella

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
XX	* Policy to be written on a claims-made basis	\$2,000,000	\$2,000,000

(3) If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain, and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 (1) Certificates of Insurance evidencing the required coverage;
 (2) Names and addresses of companies providing coverage;

- (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company shall provide thirty (30) days' written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of subrogation against the CITY, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement. The Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

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

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4.4. **Evaluation Criteria – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, and Cost of Services)**

This section represents the information that will be utilized in the evaluation of proposals received and assignment of points following the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the submitted proposal. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum possible points awarded for each section are notated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal.

4.4.1. **Experience & Qualifications – (Maximum 35 allowable points)**

4.4.1.1. **Title page:** Show the project name and number, the name of the Proposer’s firm, address, telephone number, Name of the contact person, and the date.

4.4.1.2. **Table of Contents:** Identify the material by section and page.

4.4.1.3. **Letter of Transmittal/ Executive Summary:** Briefly states the Proposer’s understanding of the project and expresses a positive commitment to providing the services described herein. Please state the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project.

4.4.1.4. **Technical Approach:** Firm(s) shall submit a proposed approach to providing Water Taxi services including details such as anticipated costs to patrons; fuel options, including whether vessels operate on hybrid systems; advertising (on vessels, magazines, newspapers, websites, etc.); impact and revenues to the CITY; how the program will be implemented (phasing, timelines, flag, and call-in services, etc.); concession services on board (if desirable), and how their firm proposes to maintain service time schedules. Submittal shall include photos or renderings of the vessels.

4.4.1.5. **Company Profile:**

- A. Size of the organization. Show the personnel structure (flow chart) of your organization.
- B. The number of years in business.
- C. The number of years of experience providing Waterway Water Taxi Services.

4.4.1.6. **Licensure:** Provide a copy of applicable license(s) for team member(s). Include copies of Coast Guard, Federal, State, County, and any other applicable permits to operate vessels.

4.4.1.7. **Bonding Capacity:** Letter from a surety company, bank, etc., providing information on the Applicant’s bonding capacity.

4.4.1.8. **Qualifications:** Experience with Waterway Water Taxi Services of similar scope and size.

4.4.1.9. **References:** Provide a minimum of three references, clients either past or current, for whom the Proposer has provided Waterway Water Taxi Services. References shall include, at a minimum, the client or City’s name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment D** to be provided with the proposal)

4.4.1.10. **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been

filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each joint venture or team member.

4.4.1.11. **Office Locations:** Identify the location of the office from which services will be rendered and the number of professional and administrative staff at the prime office location. Also, identify the location of office(s) of the prime and/or sub-consultants that may be utilized to support any or all of the professional services listed above and the number of the professional and administrative staff at the prime office location. If firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary.

4.4.2. **Proposed Water Taxi Schedule and Hours of Operations – (Maximum of 20 points)**

The proposer shall provide a timeline for fully implementing the water taxi service. The proposal must also indicate the weekly Hours of Operations for the City year-round. Expected wait times for each stop should also be referenced for each stop. Proposers shall also indicate expected closures, including Boat Parades, Observed Holidays, or other days off.

4.4.3. **Staffing and Vessels Specifications – (Maximum of 20 points)**

Indicate the staff/employees used in the operations, including on the vessel and in support roles such as at the docks. The Proposer must also include the number of vessels that will be utilized at any one time to provide the Water Taxi services for the City. The Proposer shall also include specifications of all vessels that will be utilized, including the make, model, size, passenger capacity, the number of floors of the vessels, and whether the vessel offers overhead coverage for passengers. Applicants shall verify ADA access and confirm vessels are adequately structured to board handicapped individuals.

4.4.4. **Cost Proposal (Details of Passengers Fares; Costs/Expenses and or Potential Revenue Sharing with the City) – (Maximum of 20 points)**

Cost Proposals will be evaluated based on the value provided to the City for the cost of services.

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided, costs associated with services provided, fees to customers, anticipated gas/electric/oil costs (if available), optional services, etc. Proposers also shall submit a Cost Proposal to the City of Yearly Operating Costs and the services (number of boats operating, average staff operating, etc.) that shall be provided, including all costs.

If the Proposer believes that there are options for revenue sharing or Cost Sharing with the City, the proposer shall submit potential allocations based on Revenue Sharing, Ridership, or another unit cost that can be measured.

4.4.5. **Proposed Marketing and Sales Plan – (Maximum of 5 points)**

Proposers shall submit a draft Marketing and Sales Plan stipulating how they intend to advertise their services, on what platforms, and what discounts and promotional events will be performed. Indicate any community outreach or partnerships that will be performed with local businesses, including hotels and restaurants.

SECTION 5.0 – EVALUATION OF PROPOSALS

5.1. **Evaluation Committee:** The Evaluation Committee (from now on referred to as “Committee”) shall evaluate and score all proposals received that meet or exceed Section 4.4, Minimum Eligibility Requirements, and Section 6.1 Liability, according to the following criteria and Section 5.3, the Evaluation Process:

CATEGORY		MAXIMUM POINTS
1.	Experience and Qualifications	35
2.	Proposed Water Taxi Schedule and Hours of Operation	20
3.	Staffing and Vessel Specifications	20
4.	Cost Proposal (Details of Passengers Fares; Costs/Expenses and or Potential Revenue Sharing with the City)	20
5.	Proposed Marketing and Sales Plan	5
Total		100

5.2. **Technicalities:** Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

5.3. **Evaluation Process:** The evaluation process will be conducted sequentially, as described below.

Step 1: Minimum Eligibility: Each proposal will be evaluated by COPB’s General Services and Procurement Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4 of this Bid. Proposals that fail to meet the minimum eligibility requirements stated in the RFP will not be further evaluated nor considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience, and scope of work responses. The RFP Evaluation Committee will score the proposals based on

- **Category 1** - Experience and Qualifications (Section 4.4.1)
- **Category 2** - Proposed Water Taxi Schedule and Hours of Operation (Section 4.4.2)
- **Category 3** - Staffing and Vessel Specifications (Section 4.4.3)
- **Category 4** - Cost Proposal (Details of Passengers Fares; Costs/Expenses and or Potential Revenue Sharing with the City) (Section 4.4.4)
- **Category 5** - Proposed Marketing and Sales Plan (Section 4.4.5)

The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Score Computation: All scores will be calculated and combined for a total.

5.4. **Tie Score:** If a tie score between two or more Proposers presents itself during scoring points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value, the Tie Bid Procedures shall apply.

- 5.5. **Committee Questions:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for shortlisting purposes. After an initial review of the proposals, the City may invite proposals for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

- 5.6. **Committee's Recommendations:** The Evaluation Committee may recommend the rejection of any or all Proposals and may recommend the award of an Intracoastal Waterway Water Taxi Services in Pompano Beach Services Agreement to the highest ranked Proposer.

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second highest-ranked Proposer, and so on until finished or

The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

Each ranked responsive Proposer must be represented during its exempt negotiations session by an **authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer.** Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive proposers until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest of COPB and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be

the first to start the negotiations) and do not determine the actual award. The Committee determines the recommendation for the award of the RFP.

- 5.7. **Award:** The Evaluation Committee will recommend the Award at its sole discretion. The Proposer must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP per the terms of the negotiations. An Agreement shall be prepared for execution by the Awardee and COPB. After the Pompano Beach City Attorney approves the form and legal content, the Agreement will be submitted to the COPB's Commissioners for approval. An Agreement shall be prepared for execution by the Awardee, and COPB shall be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida, or the United States Court of the Southern City of Florida. Agreements will be approved as to form and legal content by COPB's General Counsel and will be submitted to COPB for final approval. The recommendation to award the RFP shall be contingent upon completing a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under this contract.**

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6. SECTION 6.0 – SPECIAL CONDITIONS

- 6.1 **LIABILITY: This Condition of the RFP is NOT subject to negotiation or exemptions, and any proposal that fails to accept these conditions completely shall be rejected as "non-responsive."**
- 6.1.1 **By COPB:** COPB agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
- 6.1.2 **By AWARDEE:** Awardee agrees to indemnify, hold harmless and defend COPB, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which COPB, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by COPB; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including COPB's property, and injury or death of any person whether employed by the Awardee, COPB or otherwise.
- 6.2 **PROPOSAL REQUIREMENTS:** The "Required Response Form" (Section 1.0) **must be completed and accompanied by an electronic return with your submitted proposal to be considered for award.** Electronic signatures on bid documents will be accepted under Section 668.004, Florida Statutes. To be considered, all proposals must be submitted electronically through <http://www.pompanobeachfl.ionwave.net> no later than the specified date and time for the Request for Proposal opening.
- 6.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be sure that all sections, information, and all attachments of the RFP to it are received and all Addendum released are received before submitting a proposal without regard to how a copy of this RFP was obtained.
- 6.2.2 **PROPOSAL SUBMITTED:** The proposal must be submitted electronically through <http://www.pompanobeachfl.ionwave.net>. Physical proposals are not accepted. **NO FAXED PROPOSALS SHALL BE ACCEPTED.** **The City of Pompano Beach, Florida (COPB) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 6.2.3 **EXECUTION OF PROPOSAL:** The proposal must contain the electronic signature of an authorized representative who can bind the company to the RFP requirements in the space provided on the **Required Response Form (Section 1.0).**
- 6.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is electronically submitted to and received by COPB **on or before 2:00 p.m. ET on the date due (See Schedule of Events Section 2.0).**
- Late proposals shall not be accepted. The Proposer is fully and completely responsible for paying all delivery costs associated with the electronic delivery of their proposal or related material. General Services and Procurement will not accept delivery of any proposal or related material requiring the COPB to pay for any portion of the delivery or the complete delivery cost. Before proposal submittal, it is the responsibility of the Proposer to be sure that all Addendum released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been filed in a timely manner.
- 6.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by COPB or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by COPB.
- 6.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The City of Pompano Beach, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of COPB-owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered, or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 6.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number, and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the General Services and Procurement Department, 1190 NE 3 Avenue, Pompano Beach, FL 33060.
- 6.7 **DELIVERY: All deliveries shall be F.O.B. Destination point: Shipping points offered other than F.O.B. Destination shall be rejected.** Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of the Purchase Order in the space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school City administration is closed.
- 6.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the General Services and Procurement Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. (See Special Condition 3.2)
- 6.9 **EVALUATION COMMITTEES AND PROPOSALS:** COPB and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.
- 6.10 **AWARDS:** In the best interest of COPB, the General Services and Procurement Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of COPB. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida, or the United States Court of the Southern City of Florida.
- 6.11 **PROPOSAL OPENING:** The proposal opening shall be made public on the date and at the time specified in the RFP.
- 6.12 **ADVERTISING:** By submitting a proposal, the Proposer agrees not to use the results for commercial advertising without prior approval of the COPB.
- 6.13 **INSPECTION, ACCEPTANCE, & TITLE: Inspection and acceptance will be at the** destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by COPB unless loss or damage resulting from negligence by COPB. If the materials or services supplied to COPB are found to be defective or not conform to specifications, COPB reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at the Awardee's expense.
- 6.14 **PAYMENT:** Payment will be made by COPB after the items awarded have been received, inspected, found to comply with award specifications free of damage or defect, and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP
- 6.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of COPB employees acting in a private capacity to rent, lease, or sell any realty, goods or services to COPB. It also places restrictions on COPB employees concerning outside employment or contractual relationships with any business entity

that is doing business with COPB. Each Proposer is to disclose any employees it has who are also COPB employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

6.16 **INSURANCE:** The proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The Proposer shall take special notice that COPB shall be named as an additional insured under the General Liability policy, including product liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

6.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, the Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time, and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

Awardee who has any License, Certification, or Registration either suspended, revoked, or expired after the date of the Bid Opening shall provide notice to the Director of General Services and Procurement Department within five (5) working days of such suspension, revocation, or expiration. However, such suspension, revocation, or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

6.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- a) Any Agreement resulting from the award of this RFP; then
- b) Addenda released for this RFP, with the latest Addendum taking precedence; then
- c) The RFP; then
- d) Awardee's proposal.

6.19. **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of COPB shall be final and binding upon all parties.

6.20 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The City of Pompano Beach, Florida, and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Pompano Beach, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

6.21 **OSHA:** Awardee warrants that the product(s) supplied to The City of Pompano Beach, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

6.22 **SPECIAL CONDITIONS:** The Mayor or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

6.23 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that if this certification is false, such false certification will constitute grounds for the School City to reject the response submitted by the respondent on this project and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to The City of Pompano Beach, Florida, a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

6.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality, and the highest-grade workmanship. Product(s)

offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are not acceptable and will be rejected.**

- 6.25 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto The City of Pompano Beach, Florida property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to The City of Pompano Beach, Florida, occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 6.26 **BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be physically submitted in the amount specified in Special Conditions at the time the proposal is due to be submitted. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the COPB will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 6.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of General Services and Procurement shall give written notice to the Awardee stating the deficiencies, and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to The City of Pompano Beach, Florida for immediate cancellation of the Awardee's contract.
- 6.28 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The City of Pompano Beach, Attn: Accounts Payable. Payment will be made a minimum of 30 days after delivery, authorized inspection, and acceptance.
- 6.29 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the COPB administration is closed), **7:00 a.m. to 3:00 p.m. ET.**
- 6.30 **SUBSTITUTIONS:** The City of Pompano Beach, Florida, **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once the City awards it. Any substitute shipments shall be returned at the Awardee's expense.
- 6.31 **FACILITIES:** COPB reserves the right to inspect the Awardee's facilities at any time with prior notice. COPB may use the information obtained from this to determine whether a Proposer is a responsible bidder.
- 6.32 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to COPB shall be **100% asbestos-free. It is desirable that all building materials, pressed boards, and furniture supplied to the COPB be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.
- 6.33 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred, or encumbered by any party without prior written consent from the Director of General Services and Procurement. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from CPPB.
- 6.34 **EXTENSION:** In addition to any extension options contained herein, CPPB is granted the right to extend any award resulting from this RFP for the period of time necessary for CPPB to release, award, and implement a replacement RFP for the goods, products, and/or services provided through this RFP. Such extension shall be at the same prices, terms, and conditions as those existing at the time of CPPB's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The City of Pompano Beach, Florida, reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by the City Commission.

- 6.35 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided, and the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

- 6.36 **SUBMITTAL OF INVOICES:** All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.
- 6.37 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. COPB will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text on catalogs, price lists, other descriptive information submitted, or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any COPB employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, the said document shall not be binding on COPB.
- 6.38 **COPB INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the COPB Information Security Guidelines when using any device connected to the CPPB's network. Following the conclusion of the contract term, all of COPB's confidential information must be removed from the Awardee's equipment, and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all CPPB's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the CPPB's network.
- 6.39 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing **within 72 hours after the electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."** Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, General Services and Procurement, 1190 NE 3 Avenue, Pompano Beach, FL 33060.
- 6.40 **POSTING OF BID RECOMMENDATIONS / TABULATIONS:** RFP Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net/> on SEE SECTION 2.0 - SCHEDULE OF EVENTS and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in General Services and Procurement and/or at <http://www.pompanobeachfl.ionwave.net/> (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays, and days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday, or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the City administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended decision shall physically deliver and post with COPB, at the time of filing the formal written protest, an original bid protest bond, payable to COPB, in an amount equal to one percent (1%) of COPB's estimate of the total volume of the contract. COPB shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays, and other days during which COPB administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, COPB may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, COPB prevails, COPB shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bid protest bond shall be returned. If the protester prevails, then the protester shall recover from the City all costs and charges by COPB. Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.
- 6.41 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The COPB or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the City or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts, or sub-contracts that directly or indirectly pertain to the transactions between the COPB and the Awardee(s). (Section 7.0))

- 6.42 **CREDIT CARDS:** Individual departments may place some orders and utilize, as the form of payment, a City-issued credit card to the extent authorized by the Board of Commissioners. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the City's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must be able to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number.
- Only actual items shipped/delivered can be charged to the credit card account (i.e., no backorders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. City work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password to avoid divulging the actual credit card number upon every purchase.
- 6.43 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered that do not conform to RFP conditions or specifications may be rejected and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per the delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- a) Cancellation and default of contract;
 - b) For a period of two (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for award.
 - c) All departments are advised not to do business with vendors.
- 6.44 **CONE OF SILENCE:** Any proposer or lobbyist for a proposer is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any Board of Commissioners member, the Mayor, any Evaluation Committee Member, or any other City employee after General Services and Procurement Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by General Services and Procurement. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the Board of Commissioners. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to Board of Commissioners or offer contributions to Board of Commissioners Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the Board of Commissioners. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by the General Services Procedures Manual. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and, therefore, be ineligible for award.**
- 6.45 **TERMINATION:** The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.
- 6.46 **PACKING SLIPS:** The Awardee is responsible for attaching all packing slips to the outside of each shipment. The packing slip must reference the COPB's Purchase Order number/control number. Failure to provide a packing slip attached to the outside of the shipment will result in the shipment being refused at the vendor's expense.
- 6.47 **USE OF OTHER CONTRACTS:** COPB reserves the right to utilize any other COPB contract, any State of Florida Contract, any contract awarded by any other City or county governmental agencies, other Board of Commissioners, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per d City Commission policy, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 6.48 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal 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 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

- 6.49 **SEVERABILITY:** In case any one (1) or more of the provisions contained in this RFP shall be for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, as currently enacted or as amended from time to time, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

- 6.50 **DISTRIBUTION:** <http://www.pompanobeachfl.ionwave.net> is the official method approved by General Services and Procurement for the distribution of all competitive solicitations. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda(s), and have included all necessary information within their response. COPB is not responsible for Proposer's failure to obtain complete bidding documents from <http://www.pompanobeachfl.ionwave.net/>. COPB reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

- 6.51 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to COPB or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to COPB.

- 6.52 **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail, or facsimile transmission to Board of Commissioners Members, the Mayor, or Members of Senior Management, the group, association, organization, or business interest they are representing.

- a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization, or business interest and engages in efforts to influence Board of Commissioners Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form, which can be obtained from Official Board of Commissioners Records, Board of Commissioners Member's Offices or the Mayor's Office and will be recorded on the Board of Commissioners of Broward County's website, www.____.com
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of COPB or any immediate family member of such elected or appointed official or employee of COPB.

- 6.53 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:

- a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- b) The Board of Commissioners of Broward County, Florida, M/WBE certified vendor;
- c) The Broward County Certified Minority/Women Business Enterprise vendor;
- d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- e) The Florida Certified Minority/Women Business Enterprise vendor;
- f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- g) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- h) The Board of Commissioners of Broward County, Florida, M/WBE certified vendor;
- i) The Broward County Certified Minority/Women Business Enterprise vendor;
- j) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- k) The Florida Certified Minority/Women Business Enterprise vendor;
- l) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- m) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- n) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- o) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in General Services and Procurement, and the tie low bid vendors are invited to be present as witnesses.

- 6.54 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either

party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, COPB reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

6.55 **GRATUITIES:** Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of COPB, including any City Commission, Mayor, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

6.56 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [COPB] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction, and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower-tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower-tier covered transactions.

CERTIFICATION:

- a) The prospective lower-tier participant certifies, by submission of this RFP, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant cannot certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated or considered for award. **A signature is required on BOTH the Debarment Form AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

6.57 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until the posting of the recommendation for intended award, whichever is earlier. If COPB rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as COPB posts notice of an intended decision concerning the reissued competitive solicitation or until COPB withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by the Proposer of any applicable exemptions from disclosure or any confidential status including ones that may apply to trade secrets under Florida law.

COPB will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of the Proposer's response to the RFP. COPB will provide for the inspection or copying of any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to initiate such legal proceedings in a timely manner shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

6.58 **PREPARATION AND COST OF PROPOSAL:** The proposer is solely responsible for any and all costs associated with responding to this RFP. COPB will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal or for any travel and per diem costs that are incurred by any Proposer.

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against COPB for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold COPB harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon COPB's non-disclosure of portions of the Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse COPB for any attorney's fees and costs it may incur in the defense of such nondisclosure.

6.59 **Public Records:** The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611
RecordsCustodian@copbf.com

6.60 **DEFAULT:** The parties (COPB and Awardee) agree that if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this RFP may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 6.45. If the default is not cured by the Awardee, the steps in section 6.45 shall be taken.

6.61 **Withdrawal Of Proposals**

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

6.62 **Questions and Communication**

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

6.63 **Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda is issued to this RFP solicitation, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if an addenda was issued and to make such addenda a part of their proposal. The addenda will be posted to the RFP solicitation in the eBid System.

6.64 **Waste Removal Services**

The City has contracted with Waste Management Inc. of Florida for residential and commercial solid waste collection and disposal services. The City has granted Waste Management Inc. of Florida the sole and exclusive right, franchise, license, and privilege to provide non-hazardous solid waste collection, removal, and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The successful Contractor shall coordinate with Waste Management Inc. of Florida the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services, including removal of Construction and Demolition debris generated over ten cubic yards, with the exception of Source Separated Recovered Materials as defined in section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Waste Management Inc. of Florida. Please contact them directly for dumpsters and/or roll-offs at the following address and phone number: Waste Management Inc. of Florida, 2700 Wiles Road, Pompano Beach, FL 33073, (954) 974-7500.

6.65 **Contractor Performance Report**

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

END OF THIS SECTION

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7. SECTION 7.0 – FORMS AND ATTACHMENTS

Please fill out all attachments.

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ATTACHMENT A – SCOPE OF SERVICES AND REQUIREMENT

Introduction

The CITY wishes to provide Water Taxi services connecting local restaurants and public facilities located on the Intracoastal Waterway, particularly between the Commercial Boulevard bridge and the Hillsboro Inlet bridge (see Exhibit A for a map of proposed water taxi stops). The City requests proposals from interested Water Taxi Service providers to provide a turnkey operation. The proposer shall explore and confirm whether existing City facilities (access ramps) are adequate to support a water taxi service and, if necessary, recommend necessary improvements to facilitate safe accessibility.

Scope Of Services

The CITY of Pompano Beach ("CITY") requests proposals from interested water taxi service providers who shall be required to provide turnkey Water Taxi services along the Intracoastal Waterway within the boundaries of the CITY.

The scope of work includes the provision of suitable Water Taxi vessels with adequate ridership capacity. The successful applicant's personnel shall manage and operate the vessels. Personnel shall be properly trained to handle vessels per applicable laws and regulations. Personnel shall safely operate vessels and conduct operations with utmost respect and professionalism, prioritizing customer service. It is anticipated the Water Taxi will, at a minimum, operate 7 days per week (hours of operation to be determined by successful applicant and CITY), from 10:00 AM until 9:00 PM, unless other arrangements are made between the successful proposer and the CITY. Hours of operation will be subject to anticipated ridership demands.

Compliance with all state and local codes, laws, and ordinances, including but not limited to the U.S. Coast Guard, CITY, OSHA, Federal and State ADA Standards for Accessible Design, and Broward County applicable codes, is mandatory.

Use of Vessels

Vessels ("Vessels") shall mean water taxi apparatus. Anyone driving a "Vessel" vehicle must present approved license(s) as issued by the governing authority and have completed an approved safety course if required by the authority.

The operator shall not exceed posted speed limits when operating the vessel. The operator shall observe applicable "No Wake" zones and shall operate the vessel in a safe manner, paying close attention to marine life, e.g., manatees and/or other protected species.

All vessels must have signage on each side with the name of the concession operator and the City's logo, which must be clearly visible to users.

Vessels should be equipped with adequate A/C or proper ventilation.

Operator's Responsibility

1. The Operator shall provide all equipment in good and serviceable condition at the commencement of the Agreement in sufficient quantity to service the public in respect to the best interest and convenience of the patrons, as described herein. The Operator shall maintain the equipment in good repair and replace broken or weather-beaten equipment. The city shall have the right to inspect such equipment periodically to determine its condition but shall be under no obligation. Advertising signs shall not be displayed except as approved by the City Manager or designee for size, wording, and number, and following the applicable City of Pompano Beach Ordinances. The Concessionaire shall ensure that the rates for water taxi/land uses are posted.
2. The Operator must, at the time of an official hurricane warning, arrange to remove all equipment from the area being served.

3. All operator attendants shall be neatly attired in approved uniforms, and the operator's firm and the attendant shall be properly identified. The Operator shall employ no person convicted of any offense involving moral turpitude or a felony.
4. The City of Pompano Beach reserves the right to approve or reject, for any reason, the operator's staff assigned to this service at any time. Criminal background checks will be required and will be paid for by the operator. The operator shall so conduct their business as to render a service to the public in a dignified manner and with no pressure, coercion, persuasion, or hawking done by the operator or their attendant(s) in an attempt to influence the public to use this service. The operator shall furnish the necessary janitorial services to maintain all vessel areas in a proper state of cleanliness, i.e., litter and debris as a result of this operation. Disputes arising between operators concerning their rights under their Agreements shall be reported to the City Manager or designee for review and necessary action.
5. In the event of complaints made by the public as to the manner of operation of the water taxi service, such matter, at the discretion of the City Commission, may be heard by the City Commission after due notice to the operator.
6. The Assistant City Manager, or such other person properly designated by the City Manager, shall be responsible for enforcing this Agreement. If any violation is reported to that office or brought to the attention of that office, the Director or designee shall investigate the same and report the findings to the City Manager. The City Manager shall then take such action and make such recommendations as are necessary. The action of the City Manager under this paragraph shall be final and binding on the Operator. The operator shall adhere to a maintenance schedule the City Manager's designee sets up.
7. The operator is responsible for acquiring all City and County business tax receipts, fees, and permits as applicable.

The following items are the minimum requirements for this solicitation:

A) Intent:

The CITY intends to solicit proposals and enter into a contract to provide Water Taxi services along the Intracoastal Waterway from Commercial Boulevard to the Hillsboro Inlet and potentially connecting the service to neighboring cities south (Lauderdale-by-the-Sea and Fort Lauderdale) and north of Pompano Beach (Hillsboro Beach and Deerfield Beach). The CITY plans to assist the successful proposer with negotiations to connect to neighboring cities. **The CITY desires to enter into a 5-year contract with a 5-year renewal option.** Other options besides providing a service for the CITY can be discussed during the contract negotiation process.

The CITY wishes for this service to be first class, whereas the Water Taxi could become a transportation of choice for locals and visitors alike. The proposer shall explore and confirm whether existing City facilities (access ramps) are adequate to support a water taxi service and, if necessary, recommend necessary improvements to facilitate safe accessibility. Where necessary, the CITY will address Americans with Disabilities Act (ADA) accessibility to vessels, ramps, stations, etc. Applicants shall verify ADA access and confirm vessels are adequately structured to board disabled individuals.

The successful proposer must coordinate permitting efforts with various CITY Departments and other government agencies as deemed necessary.

The CITY is seeking proposals demonstrating the provider's ability to provide uninterrupted first-class service compatible with recent redevelopment features and encouraging users to use this means of transportation routinely. Proposers will demonstrate the experience of their team and past participation in developing similar services. Proposers will present financially sound plans and provide backup to justify any and all options.

The CITY does not desire to subsidize the water taxi service for any extended period. Still, the CITY recognizes operators may need support to establish the service and to help it succeed. To that effect, the CITY will entertain options to

subsidize parts of the operation subject to funding availability, support, and approval by the City Commission. Proposers shall submit a proposal and identify immediate needs for a successful operation, what the CITY can do to facilitate his/her success, duration of subsidy, amount of subsidy, etc. The proposal must explain the need, terms, break-even points, etc. The CITY will consider terms that make financial sense and demonstrate the Applicant's long-term commitment to a successful venture.

B. Project Site

The project site for the Water Taxi service is the Intracoastal Waterway from just south of the Atlantic Boulevard Bridge to the Hillsboro Inlet Marina (see "Exhibit A"). The applicant shall assess each proposed stop to ensure that the proposed vessels will be able to safely allow passengers to load and unload, including wheelchair accessibility.

C. Team Experience /Minimum Qualifications

The CITY's goal is to hire an experienced and competent service provider. Proposer must demonstrate this experience in its response to this RFP. The CITY wishes to engage a provider with no less than five (5) years of experience providing similar services. The CITY recognizes such services are not common with other government agencies and will accept similar experiences in other parts of the country (subject to verification). Experience with other government agencies in the State of Florida is a plus. The provider must supply copies of applicable licenses, business tax receipts, vessel permits, and any other credentials necessary to demonstrate the applicant's ability to operate a business of this nature. The Applicant must also provide minimum evidence of safety record for the past 3 years.

D. Financial Capabilities

The CITY aims to hire a firm with sufficient financial resources to manage the operation. Proposers must provide sufficient information to verify the financial capability to run the program and secure bonding, if necessary.

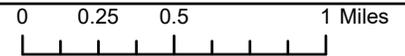
2. Local Business Program

The City of Pompano Beach, Florida, works to increase the participation of Small, Minority, Women Business Enterprises, Veterans and local business. It is the intent of the City to have a diverse group, as well as an equitable distribution of vendors on any award of this solicitation.

The City encourages the participation in this solicitation of local businesses headquartered or having a significant business presence for at least one year within the relevant marketplace, defined as an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, with full-time, part-time, and contract employees domiciled and regularly based in this area.

At the City of Pompano Beach, Florida, we recognize the significant contributions that small and local businesses make to our community. By collaborating with businesses, the City supports economic growth and job creation and fosters a sense of community pride and empowerment.

City of Pompano Beach



Legend

- Water Taxi Stops
- East Community Redevelopment Agency

Water Taxi Landing	Address	City
Alsdorf Park	2901 NE 14 Street	Pompano Beach
Blue Moon	4405 W Tradewinds Avenue	Lauderdale by the Sea
Cap's Place	2765 NE 28 Court	Lighthouse Point
Indian Mound Park	1232 Hibiscus Avenue	Pompano Beach
NE 16th Street Park	3424 NE 16 Street	Pompano Beach
Port Royale	3101 Port Royale Blvd	Fort Lauderdale
Roy L Rogers Family Park	2700 N Ocean Blvc	Pompano Beach
Sands Harbor Resort & Marina	125 N Riverside Dr	Pompano Beach
Scott A Winters Memorial Park	1199 N Riverside Dr	Pompano Beach
Sergeant Chris Reyka Memorial Park	145 N Riverside Drive	Pompano Beach

This product has been compiled from various source data. However, this product is for reference only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting there from.

Title: **Water Taxi Exhibit A**

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Each Proposer and subcontractor/consultant must disclose, in its RFP, the names of any employees employed by Proposer who are also an employee of COPB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	COPB Title or Position of Proposer's Employee	COPB Department of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Proposer who are also an employee of COPB.

I hereby affirm that all known persons who are employed by Proposer and who are also employees of COPB have been identified above.

_____	_____
Signature	Printed Name of Official

Company Name	

Business Address	

City, State, Zip Code	

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION OF TIER TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

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INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

1. the prospective lower-tier participant will provide the certification below by signing and submitting this proposal.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which a prudent person in the ordinary course of business dealings normally possesses.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references, as stated in the Special Conditions, which show experience in similar work, including nature and scope of work, demonstrating expertise in providing the services stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT E – DRUG-FREE WORKPLACE

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED
FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

This sworn statement is submitted to The City of Pompano Beach

By _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given that each employee is engaged in providing the commodities or contractual services that are under bid, a copy of the statement is specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. I Am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.
7. Under penalties of perjury, I declare that I have read the foregoing Drug-Free Workplace and that the facts stated in it are true.

(Vendor Electronic or Handwritten Signature)

END OF RFP

Water Taxi

RFP P-17-24 (INTRACOASTAL WATERWAY WATER TAXI SERVICES)

954-467-6677 Watertaxi.com

Water Taxi

Prepared for : City of Pompano Beach

Prepared by : Water Taxi Fort Lauderdale, LLC

 watertaxi.com

 954-467-6677

RFP P-17-24 (Intracoastal Waterway Water Taxi Services in Pompano Beach)

Company Name: Water Taxi of Fort Lauderdale LLC

Address: 1366 SE 17th Street, Fort Lauderdale FL 33316

Phone: 954-467-6677

Contact Person: William Walker

Title: CEO/Principal

Email: Bwalker@watertaxi.com

Website: Watertaxi.com

Date: September 11, 2024

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Each Proposer and subcontractor/consultant must disclose, in its RFP, the names of any employees employed by Proposer who are also an employee of COPB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	COPB Title or Position of Proposer's Employee	COPB Department of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Proposer who are also an employee of COPB.

I hereby affirm that all known persons who are employed by Proposer and who are also employees of COPB have been identified above.



Signature

William Walker

Printed Name of Official

Water Taxi of Fort Lauderdale LLC

Company Name

1366 SE 17th Street

Business Address

Fort Lauderdale FL, 33316

City, State, Zip Code

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION OF TIER TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Water Taxi of Fort Lauderdale LLC

Organization Name

William Walker CEO/Principal

Name(s) and Title(s) of Authorized Representative(s)

Will Walker

Signature(s)

9/11/2024

Date

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ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: Water Taxi of Fort Lauderdale LLC

List the minimum number of required references, as stated in the Special Conditions, which show experience in similar work, including nature and scope of work, demonstrating expertise in providing the services stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

REFERENCE 1			
Name of Firm:	City of Fort Lauderdale, FL		
Contact Person:	Ben Rogers		
Contact's Email:	brogers@fortlauderdale.gov		
Contact's Phone:	954-828-5000	Date(s) of Service:	2018 - Present
Scope of Work:	Contract with the City of Fort Lauderdale since 2018 to provide Water Trolley Services. Resulting in service for 80 thousand people per year		

REFERENCE 2			
Name of Firm:	Riverwalk Fort Lauderdale		
Contact Person:	Genia Duncan Ellis		
Contact's Email:	Genia@goriverwalk.com		
Contact's Phone:	954-468-1541, Ext. 202	Date(s) of Service:	2017 - Present
Scope of Work:	Supply transportation as needed for Events from 2017 to Present.		

REFERENCE 3			
Name of Firm:	Informa Markets		
Contact Person:	John Nigro		
Contact's Email:	john.nigro@informa.com		
Contact's Phone:	954-764-7642	Date(s) of Service:	2008 - Present
Scope of Work:	Transportation Project for FLIBS, known as the largest boat show in the world. Transporting 90 thousand people in five days.		

ATTACHMENT E – DRUG-FREE WORKPLACE

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED
FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

This sworn statement is submitted to The City of Pompano Beach

By William Walker CEO/Principal
(Print individual's name and title)

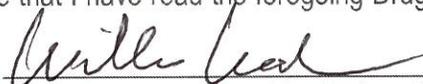
for Water Taxi of Fort Lauderdale LLC
(Print name of entity submitting sworn statement)

whose business address is 1366 SE 17th Street
Fort Lauderdale, FL 33316

And (if applicable) its Federal Employer Identification Number (FEIN) is 04-3313769
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given that each employee is engaged in providing the commodities or contractual services that are under bid, a copy of the statement is specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. I Am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.
7. Under penalties of perjury, I declare that I have read the foregoing Drug-Free Workplace and that the facts stated in it are true.


(Vendor Electronic or Handwritten Signature)

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Addendum A: Pompano Water Taxi Boat Schedule

Addendum B: Fares

Addendum C: Proof of Insurance

Addendum D: Licensure

4.4.1 SECTION ONE- Experience & Qualifications (Maximum 35 allowable points)

4.4.1.3. Letter of Transmittal/Executive Summary

To Whom It May Concern:

We are pleased to submit our proposal in response to RFP P-17-24 (Intracoastal Waterway Water Taxi Services in Pompano Beach) for the provision of Water Taxi services in the city of Pompano Beach. Water Taxi of Fort Lauderdale LLC is a renowned transportation service that has proudly served the South Florida region for over 30 years. Our extensive experience and deep-rooted presence in the community have established us as a leading provider of reliable and efficient water transportation.

Our commitment to excellence is demonstrated through our licensed operation with the City of Fort Lauderdale/Hollywood, which enables us to offer daily, dependable service. Our fleet, comprising multiple vessels of varying sizes and capacities, is managed by highly qualified and experienced captains, all of whom are trained under stringent standards set by the United States Coast Guard.

Water Taxi of Fort Lauderdale is not only a vital component of daily transportation but also a popular tourist attraction, connecting local businesses with visitors and offering private charters. Our capacity to handle large-scale events is evidenced by our successful operation during the Fort Lauderdale International Boat Show (FLIBS), where we efficiently transport over 90,000 people in just five days annually. This accomplishment highlights our capability to manage substantial transportation projects with precision and reliability.

We are dedicated to continuing our role as a cornerstone in the South Florida marine and hospitality industry. Our proposal outlines our approach to extending our superior Water Taxi services to the City of Pompano Beach.

For further discussions or clarifications regarding this proposal, please contact William Walker, the representative for Water Taxi as the CEO/Principal. Mr. Walker can be reached at the Water Taxi office located at 1366 SE 17th Street, Fort Lauderdale FL, 33316, via email at bwalker@watertaxi.com, or via telephone on 954-467-6677. We look forward to the opportunity to work together and provide exemplary services that meet and exceed your expectations.

Thank you for considering our proposal.

Sincerely,



William Walker

CEO/Principal

Water Taxi of Fort Lauderdale LLC

4.4.1.4. Technical Approach

Introduction

The Water Taxi of Fort Lauderdale is a transportation service that has been operating in the South Florida area for over 30 years. Throughout this time, Water Taxi has successfully provided reliable and efficient transportation for each patron that utilizes its services and has become and remains a pillar in the South Florida area for tourists and locals alike, exemplifying the marine and hospitality industry.

Proposed Approach

Service Overview

- **Service Description:** Water Taxi services will operate in the city of Pompano Beach seven days a week between the hours of 10AM until 10PM. Two vessels will provide drop-offs and pickups at each location, according to the Pompano Water Taxi Boat Schedule; see **Addendum A**. Concessions will be available for purchase on board, a tour will be given to share the history, and the picturesque scenery the waterway of Pompano has to offer
- **Vessel Details:** Two 42 ft. vessels with covered seating and a USCG passenger capacity of 55 will be used.

Anticipated Costs to Patrons

- **Fare:** See **Addendum B** for details

Fuel

- **Fuel Type:** Ultra Low Sulfur Diesel
- **Environmental Impact:** Engines are Tier 3 compliant, having a low carbon output and better fuel burn. All boats are eco-friendly with environmentally safe paint for the bottom of the boats. All propellers and running gear are kept in excellent shape for maximum performance and fuel efficiency.

Advertising

- **Advertising:** Advertising will be incorporated on our website, social media, and printed products like brochures and rack cards.
- **Impact and Revenue to the CITY:** No anticipated advertising on vessels.

Implementation Plan

- **Phasing and Timelines:**
 - Completed: Purchased Boats
 - Underway, anticipated date of completion November 15, 2024: Coast Guard Certifications for vessels, develop marketing plan, crew hire and training, start service/soft opening.
- **Flag and Call-In Services:** Fixed stops.

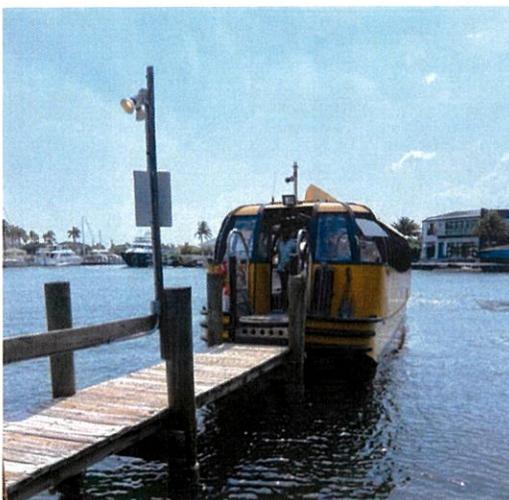
Concession Services

- **Concessions:** Each vessel operating is properly licensed for alcohol sales.

Service Time Schedules

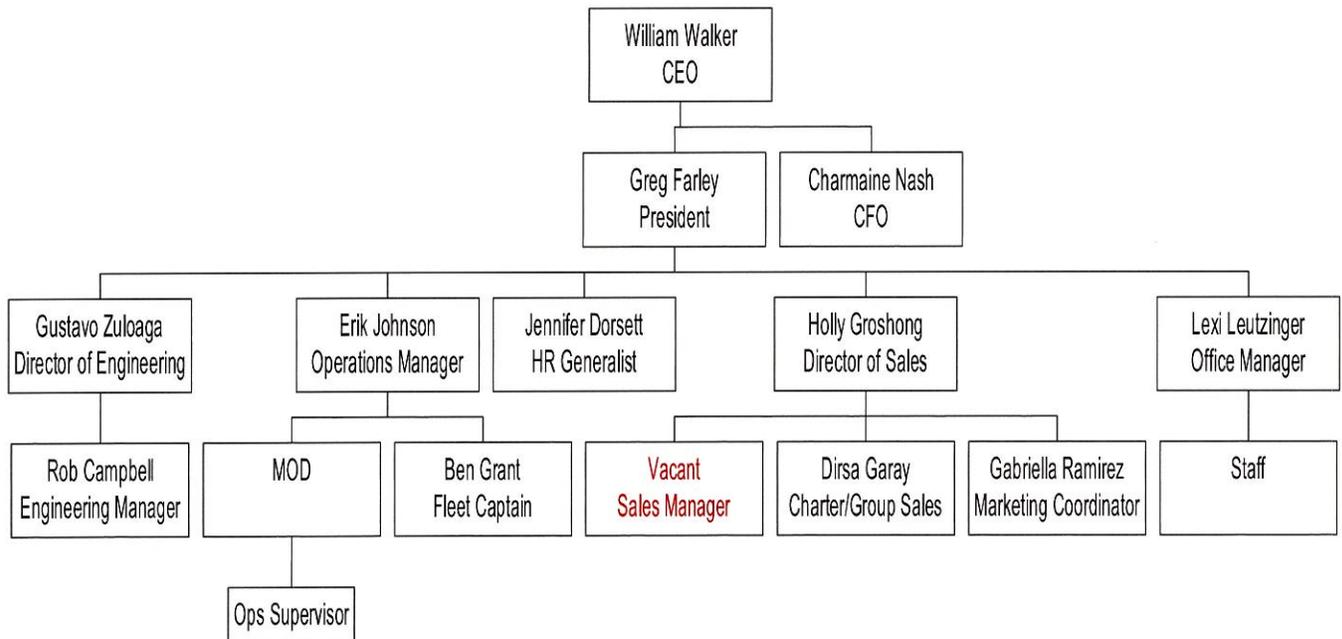
- **Scheduling:** See **Addendum A** for Pompano Water Taxi Boat Schedule; electronic boat tracker available for vessel time arrivals.
- **Contingency Plans:** Delays or service disruptions are monitored by a designated fleet captain who is responsible for managing schedules and effectiveness. Water Taxi has the ability to add additional vessels if needed.

Vessel Photos



4.4.1.5. Company Profile

A. Size of the Organization



B. Number of Years in Business

- **Total Years in Business:** Water Taxi was established and has operated for the past 30 years and began in the year 1994. Water Taxi of Fort Lauderdale LLC was incorporated in 2014, current owner since 2007.

C. Number of Years of Experience Providing Waterway Water Taxi Services

- **Years of Experience in Waterway Water Taxi Services:** 17

4.4.1.6. Licensure

This section includes a copy of the Proof of Insurance; see **Addendum C**. Copies of three captains currently employed. In addition to copies of two vessel Certificate of Documentations (COD), Certificate of Insurances (COI) and State Registrations. See **Addendum D**.

4.4.1.8. Qualifications

Manager has had development passenger vessel experience for over 30 years.

Company/Organization Name: Water Taxi of Fort Lauderdale LLC

Waterway Service Provided: Waterway Water Taxi service

Duration: 2014 to 2024 (current)

Scope of Work:

- 1.2 million boarding per year
- Waterway Water Taxi services throughout Fort Lauderdale and Hollywood FL.
- Service connects patrons to over 15 stops all within a 5-minute walking distance from locations like, but not limited to: Las Olas, Fort Lauderdale Beach, Hollywood Beach.
- Service operates between the hours of 10AM until 10PM with a vessel performing drop-offs and pick-ups at each location

Company/Organization Name: The City of Fort Lauderdale

Waterway Service Provided: The Water Trolley

Duration: 2021 to 2024 (current)

Scope of Work:

- Provides Waterway Water Taxi services throughout the New River in downtown Fort Lauderdale
- This service connects patrons to 8 designated locations all within a 5-minute walking distance from locations like the Broward Center of Performing Arts, Esplanade Park, Las Olas Boulevard Shops and Restaurants.
- Service operates between the hours of 10AM until 10PM with a vessel performing drop-offs and pick-ups at each location every 25 minutes.

4.4.1.9. References

Three references of which Water Taxi has provided Waterway Water Taxi services to are listed below. See Attachment D as well.

Client: City of Fort Lauderdale, FL

Contact person: Ben Rogers

Contact email: brogers@fortlauderdale.gov

Contact telephone number: 954-828-5000

Scope of Services: Contract with the City of Fort Lauderdale since 2018 to present, providing Water Trolley services. Resulting in service for 80 thousand people per year.

Client: Riverwalk Fort Lauderdale

Contact person: Genia Duncan Ellis

Contact email: genia@goriverwalk.com

Contact telephone number: 954-468-1541 EXT. 202

Scope of Services: Supply transportation as needed for events from 2017 to present.

Client: Informa Markets

Contact person: John Nigro

Contact email: john.nigro@informa.com

Contact telephone number: 954-764-7642

Scope of Services: Transportation project for FLIBS, known as the largest boat show in the world. Transporting 90 thousand people in five days from 2008 to present.

4.4.1.10. Litigation

Not applicable; no litigation

4.4.1.11. Office Locations

All Administrative duties and responsibilities will be carried out through the location listed below and is the prime office location to support the items listed above, there will not be sub-consultants available.

Office Address: 1366 SE 17th Street Fort Lauderdale, FL 33316

Office telephone number: 954-467-6677

Number of Professional Staff: 10 persons

Number of Administrative Staff: 4 persons

4.4.2 SECTION TWO- Proposed Water Taxi Schedule and Hours of Operations (Maximum of 20 points)

Timeline for Full Implementation:

Milestone	Target Date
Purchase Boats	Completed
Coast Guard Certifications	November 15, 2024
Develop Marketing Plan	November 15, 2024
Hire Crew	November 15, 2024
Train Crew	November 15, 2024
Start Service/Soft Opening	November 15, 2024

Weekly Hours of Operation:

Waterway Water Taxi Service will operate 7 Days a week between the hours of 10AM-10PM.

Expected Wait Times at Each Stop:

Refer to **Addendum A: Pompano Water Taxi Boat Schedule**.

Expected Closures:

Date/Details	Closure Type
Employee Appreciation Day (August)	Service Closed Completely
FLIBS (end of October)	Service Closed for Event
Thanksgiving (November)	Service Operates a Half-Day
Winterfest Boat Parade (December)	Service Closed Completely
Christmas Eve (December)	Service Operates a Half-Day
Christmas Day (December)	Service Closed Completely

4.4.3. SECTION THREE- Staffing and Vessels Specifications (Maximum of 20 points)

Staff/Employees on Each Vessel:

Role	Number of Staff per Vessel	Duties and Responsibilities
Captain	1	Operate the vessel, ensure safety and compliance.
Deckhand	1	Assist passengers, manage docking, perform safety checks.

Support Staff:

Role	Number of Staff per Day	Duties and Responsibilities
Operator	2	In office support for communications with passengers
Ambassador	1	Assist passengers and crew with on land needs
Engineer	3	Perform daily maintenance for each vessel

Number of Vessels:

Total Number of Vessels in Operation at Any One Time: 2

Vessel Specifications:

Vessel Name	Make	Model	Size	Passenger Capacity	Number of Floors	Overhead Coverage
Water Shuttle 1	Canal Boat	Z-Drive	42 ft.	55	1	YES
Water Shuttle 2	Canal Boat	Z- Drive	42 ft.	55	1	YES

ADA:

ADA access complaint for boarding.

4.4.4. SECTION FOUR- Cost Proposal (Details of Passengers Fares; Costs/Expenses and or Potential Revenue Sharing with the City) (Maximum of 20 points)

Our proposal includes the daily operation of two United States Coast Guard-certified, 55 passenger vessels, staffed by a minimum of two Water Taxi employees per vessel supported by an average of two office team members, and a team of engineers. Service will encompass Water Taxi transportation, a live narrated tour provided by the crew on board, and a comprehensive ticketing system for ticket and concession sales. A schedule crafted for the City of Pompano Beach (see **Addendum C**) will also align with our live boat tracker available to each patron through our website. Charter and group sales opportunities, our Cruise and Save program to involve local business, the Water Taxi Reseller program for additional ticket purchasing options at partner hotels and local businesses. In addition, a dedicated marketing and social media team to provide Water Taxi branded signage to be visible at each stop, advertising through multiple platforms, along with brochures and rack cards. Our proposal is designed to provide the City with a robust Water Taxi service that balances high-quality operations with cost efficiency. Detailed cost breakdowns and revenue projections are provided to facilitate evaluation and decision-making.

Summary	2025	2026	2027
Charters and Concessions	\$84,000	92,400	101640
Ticket	\$719,000	862800	1283040
COPB Contribution	\$876,000	876000	876000
Revenue	\$1,679,000	\$1,831,200	\$2,260,812
Fuel, Lube, Maintenance	\$277,440	\$321,586	\$379,967
Operating Staff, uniform, drug testing	\$729,510	\$845,622	\$854,236
Dockage, trash, other	\$111,600	\$119,517	\$78,421
Cost of Goods	\$1,118,550	\$1,286,724	\$1,312,623
Gross Profit	\$560,451	\$544,476	\$948,189
Marketing	\$78,000	\$82,050	\$82,688
Health, Computers/ticketing, Admin	\$252,766	\$292,652	\$310,127
Bank Fees, Crew transport, Legal, other	\$105,000	\$110,575	\$116,104
Expenses	\$435,766	\$485,277	\$508,918
Contribution	\$124,685	\$59,199	\$439,271

4.4.5. SECTION FIVE- Proposed Marketing and Sales Plan (Maximum of 5 points)

Proposed Marketing and Sales Plan:

Our Proposed Marketing and Sales Plan is designed to effectively promote the Water Taxi service in the City of Pompano Beach and maximize visibility within the community through platforms like social media, online advertising, and print media. The plan focuses on a multi-channel approach to reach a broad audience, leveraging various partnerships in and throughout the city and along the Intracoastal Waterway.

Marketing Advertising Platforms:

- Social Media: Facebook, Instagram, and LinkedIn
- Digital Programmatic Advertising
- Online Advertising
- Print Media

Ticket Sales:

- Our Robust online ticketing platform, Rocket Rez supports online sales, ticketing, concessions and scheduling.
- Promotions: Seasonal specials will be offered throughout the season like a local resident summer promo, and holidays like July 4th and Labor Day to capitalize on increased travel.

Partnerships:

- Cruise and Save Program: Partnerships with local restaurants and businesses will be established to offer discounts when a Water Taxi ticket is presented to incentivize patrons to explore the area.
- Reseller Program: Will encourage hotels and businesses in the Pompano area to connect patrons to the Water Taxi service by selling tickets.
- Community involvement includes membership at the Chamber of Commerce, support and partnership with the Greater Fort Lauderdale Business Alliance, and Visit Lauderdale. We also maintain sponsorship of local community events like the Fort Lauderdale International Boat Show, Food and Wine Festival, Tortuga, and Christmas on Las Olas.

Addendum A: Pompano Water Taxi Boat Schedule

	Boat A	Boat B	
Cap's Place	10:00	Blue Moon	10:00
Roy Rogers Park	10:05	Port Royal	10:14
NE 16th Street Park	10:13	Indian Mound	10:22
Aldorf Park	10:16	Sands	10:30
Scott Winters	10:20	Sergant Chris	10:32
Sergant Chris	10:28	Scott Winters	10:40
Sands	10:30	Aldorf Park	10:44
Indian Mound	10:38	NE 16th Street Park	10:47
Port Royal	10:46	Roy Rogers Park	10:55
Blue Moon	11:00	Cap's Place	11:00
Cap's Place	11:45	Blue Moon	11:45
Roy Rogers Park	11:50	Port Royal	11:59
NE 16th Street Park	11:58	Indian Mound	12:07
Aldorf Park	12:01	Sands	12:15
Scott Winters	12:05	Sergant Chris	12:17
Sergant Chris	12:13	Scott Winters	12:25
Sands	12:15	Aldorf Park	12:29
Indian Mound	12:23	NE 16th Street Park	12:32
Port Royal	12:31	Roy Rogers Park	12:40
Blue Moon	12:45	Cap's Place	12:45
Cap's Place	1:30	Blue Moon	1:30
Roy Rogers Park	1:35	Port Royal	1:44
NE 16th Street Park	1:43	Indian Mound	1:52
Aldorf Park	1:46	Sands	2:00
Scott Winters	1:50	Sergant Chris	2:02
Sergant Chris	1:56	Scott Winters	2:10
Sands	2:00	Aldorf Park	2:14
Indian Mound	2:08	NE 16th Street Park	2:17
Port Royal	2:16	Roy Rogers Park	2:25
Blue Moon	2:30	Cap's Place	2:30
Cap's Place	3:15	Blue Moon	3:15
Roy Rogers Park	3:20	Port Royal	3:29
NE 16th Street Park	3:28	Indian Mound	3:37
Aldorf Park	3:31	Sands	3:45
Scott Winters	3:35	Sergant Chris	3:47
Sergant Chris	3:43	Scott Winters	3:55
Sands	3:45	Aldorf Park	3:59
Indian Mound	3:53	NE 16th Street Park	4:02
Port Royal	4:01	Roy Rogers Park	4:10
Blue Moon	4:15	Cap's Place	4:15
Cap's Place	5:00	Blue Moon	5:00
Roy Rogers Park	5:05	Port Royal	5:14
NE 16th Street Park	5:13	Indian Mound	5:22
Aldorf Park	5:16	Sands	5:30
Scott Winters	5:20	Sergant Chris	5:32
Sergant Chris	5:28	Scott Winters	5:40
Sands	5:30	Aldorf Park	5:44
Indian Mound	5:38	NE 16th Street Park	5:47
Port Royal	5:46	Roy Rogers Park	5:55
Blue Moon	6:00	Cap's Place	6:00
Cap's Place	6:45	Blue Moon	6:45
Roy Rogers Park	6:50	Port Royal	6:59
NE 16th Street Park	6:58	Indian Mound	7:07
Aldorf Park	7:01	Sands	7:15
Scott Winters	7:05	Sergant Chris	7:17
Sergant Chris	7:13	Scott Winters	7:25
Sands	7:15	Aldorf Park	7:29
Indian Mound	7:23	NE 16th Street Park	7:32
Port Royal	7:31	Roy Rogers Park	7:40
Blue Moon	7:45	Cap's Place	7:45
Cap's Place	8:30	Blue Moon	8:30
Roy Rogers Park	8:35	Port Royal	8:44
NE 16th Street Park	8:43	Indian Mound	8:52
Aldorf Park	8:46	Sands	9:00
Scott Winters	8:50	Sergant Chris	9:02
Sergant Chris	8:56	Scott Winters	9:10
Sands	9:00	Aldorf Park	9:14
Indian Mound	9:08	NE 16th Street Park	9:17
Port Royal	9:16	Roy Rogers Park	9:25
Blue Moon	9:30	Cap's Place	9:30
Cap's Place	10:15	Blue Moon	10:15

Hours of operations 10 AM -10 PM

Total stops per day 128

Addendum B: Pompano Water Taxi Fares

Pricing 2024/2025

Adults	\$ 30.00
Senior Military	\$ 25.00
Child 5-11. 4 and under free	\$ 10.00
Eveneing Pass	\$ 15.00
Residence Pass	\$ 80.00
Residence Annual Pass	\$ 250.00

4.4.1.6. Licensure

Addendum C.

Proof of Insurance

COVERAGES

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZOL91N09602	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> MARINE GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>						PRODUCTS-COMP / OP AGG	\$ 2,000,000
	<input type="checkbox"/>							\$
GEN'L AGGREGATE LIMIT APPLIES PER:								
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					\$	
<input type="checkbox"/>	OTHER:						\$	
C	AUTOMOBILE LIABILITY			BA4W061953	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		N/A	20241059526Y	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N				E.L. (Each accident)	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE (Ea employee)	\$ 1,000,000
	<input type="checkbox"/> ALTERNATE EMPLOYER						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	<input type="checkbox"/> USL&H ENDORSEMENT							\$
	<input type="checkbox"/> MARITIME EMPLOYERS LIABILITY							\$
	<input type="checkbox"/> OCSL ACT							\$
E	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT		N/A	ALMA02142-06	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	<input checked="" type="checkbox"/> ALTERNATE EMPLOYER						E.L. (Each accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> MARITIME EMPLOYERS LIABILITY						E.L. DISEASE (Ea employee)	\$ 1,000,000
	<input type="checkbox"/> OCSL ACT						E.L. DISEASE - ANN AGG	\$ 1,000,000
							\$	
	AIRCRAFT LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> OWNED AIRCRAFT						AGGREGATE	\$
	<input type="checkbox"/> NON-OWNED AIRCRAFT							\$
	<input type="checkbox"/> PASSENGER LIABILITY							\$
	<input type="checkbox"/>							\$
F	UMBRELLA / EXCESS LIAB / BUMBERSHOOT			MEX0200353	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> UMBRELLA <input type="checkbox"/> BUMBERSHOOT						AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS							\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR							\$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
	ENERGY						CSL, ANY ONE OCCURRENCE (100% interest)	\$
	CONTROL OF WELL / OPERATORS EXTRA EXPENSE						ANY ONE OCCURRENCE (100% interest)	\$
	<input type="checkbox"/> CARE, CUSTODY AND CONTROL (CCC)							
	OFFSHORE OIL AND GAS PROPERTY						VALUES AS SCHEDULED	\$
	<input type="checkbox"/> PLATFORMS						VALUES AS SCHEDULED	\$
	<input type="checkbox"/> PIPELINES							\$
								\$
	ONSHORE OIL AND GAS PROPERTY						VALUES AS SCHEDULED	\$
	<input type="checkbox"/> OIL & GAS PROPERTY						VALUES AS SCHEDULED	\$
	<input type="checkbox"/> CONTRACTORS EQUIPMENT							\$
NAMED WINDSTORM								
<input type="checkbox"/> CCC <input type="checkbox"/> OFF-SHORE <input type="checkbox"/> ON-SHORE						AGGREGATE	\$	

VESSEL(S): AS PER ATTACHED SCHEDULE AS DETAILED IN THE DESCRIPTION OF OPERATIONS

DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks Schedule, may be attached, if more space is required)
 Excess Liability - Carrier: Stratford Ins. Co. Policy #VMX8003067 and Carrier: Liberty Mutual Ins. Co. - Policy #ATACEEOL003
 It is hereby understood and agreed that the certificate holder is named as an additional insured with rights of subrogation waived as per written contract.

4.4.1.6. Licensure

Addendum D

Copies of three captains currently employed. In addition to copies of two vessel Certificate of Documentations (COD), Certificate of Insurances (COI) and State Registrations.



Federal Communications Commission
Wireless Telecommunications Bureau

SHIP RADIO STATION AUTHORIZATION

BRADLEY, KEN
1010 SEMINOLE DR. #807
FT. LAUDERDALE FL 33304

Licensee Name: BRADLEY, KEN

FCC Registration Number (FRN): 0015958903

Radio Service	Official Ship Number	Ship Name	
SB - Ship Compulsory Equipped	1033395	BAYVIEW	
FCC Call Sign	File Number	Type of License	Number in Fleet
WDD5635	0002881672	Regular	
Radio Req/Category	INMARSAT No.	Station Identify/MMSI	Selective Calling No.
CD		367161290	
Grant Date	Effective Date	Print Date	Expiration Date
01-18-2007	01-18-2007	01-18-2007	01-18-2017

Frequencies contained in 47 C.F.R. Part 80 Subpart H including, but not limited to any of the following: VHF Radiotelephone, SSB MF/HF Radiotelephone, Radar, All EPIRBs, Radiotelegraph, NB-DP/SITOR, Satellite, Facsimile, and On-Board.

Special Conditions:

NONE

THIS AUTHORIZATION IS NOT TRANSFERABLE

The lawful holder of this credential,

JANA EUGENIA BOWLING

as endorsed below, is entitled under Title 46 (Shipping) U.S. Code to serve in the capacity or capacities specified (National Only), subject to any limitations indicated.

CAPACITY

Master

Ordinary Seaman

Wiper

Steward's Department (F.H.)

LIMITATIONS APPLYING (IF ANY)

Of Self-Propelled Vessels Not Including Auxiliary Sail
Of Less Than 100 Gross Register Tons (GRT) Upon
Near Coastal Waters.

Ref Num 2273691

Serial Num 000543820

K.R. Martin

KIRSTEN R. MARTIN, CAPT, USCG

Ref Num 2273691

Serial Num 000543820

Ref Num: 2273691

CG-4610A (Rev. 05/12)

* Unaided Hearing Satisfactory: Y
 * Identification Checked at Examination: Y
 * No Limitations/Restrictions: Y
 * Date of Examination: 25-FEB-2015
 * Last Color Vision Test Date: 25-FEB-2015
 * Hearing IAW STCW A-I/9: Y
 * Visual Acuity IAW STCW A-I/9: Y
 * Color Vision IAW STCW A-I/9: Y
 * Fit for Look-out duties: Y
 * Unaided Hearing Satisfactory: Y
 * Identification Checked at Examination: Y

18-DEC-2019

* Mariner is free from any medical condition likely to be aggravated by service at sea or to render the seafarer unfit for such service or to endanger the health of other persons on board.

Ref Num: 2273691

CG-4610A (Rev. 05/12)

Handwritten signature: JANA EUGENIA BOWLING

18-DEC-2021

**United States Coast Guard
Medical Certificate**

Seafarer Name: **BOWLING, JANA EUGENIA**

Gender: **Female** Nationality: **US** DOB: **10-JUL-1962**
 STCW Exp Date: **25-FEB-2017** National Exp Date: **25-FEB-2020** Pilot Exp Date: **25-FEB-2017**

Handwritten signature: JEFFREY P. NOVOTNY
JEFFREY P. NOVOTNY, CAPT, USCG
 OFFICER IN CHARGE MARINE INSPECTION

CN 00142578

DO NOT DETACH

Ref Num: 2273691

DO NOT DETACH

* Mariner is free from any medical condition likely to be aggravated by service at sea or to render the seafarer unfit for such service or to endanger the health of other persons on board.

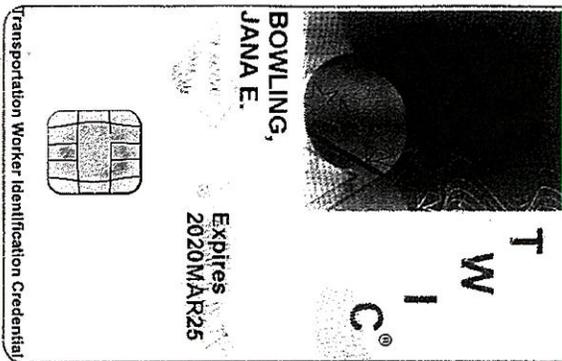
* Date of Examination: 25-FEB-2015
 * Last Color Vision Test Date: 25-FEB-2015
 * Hearing IAW STCW A-I/9: Y
 * Visual Acuity IAW STCW A-I/9: Y
 * Color Vision IAW STCW A-I/9: Y
 * Fit for Look-out duties: Y
 * Unaided Hearing Satisfactory: Y
 * Identification Checked at Examination: Y

* No Limitations/Restrictions: Y

CN 00142578

CG-4610A (Rev. 05/12)

Ref Num: 2273691



THE MARITIME CONSORTIUM, INC

This card certifies that the named party is a member in good standing of The Maritime Consortium and is in full compliance with the U.S. Coast Guard Drug Testing Regulations (46 CFR Part 16 and 49 CFR Part 40)

Jana Bowling
 Water Taxi of Fort Lauderdale

MID# 56324
 Mbr Exp 6/30/2021

Please keep this card on your person at all times.
 See reverse for Maritime contact information.



THE MARITIME CONSORTIUM, INC

This card certifies that the named party is a member in good standing of The Maritime Consortium and is in full compliance with the U.S. Coast Guard Drug Testing Regulations (46 CFR Part 16 and 49 CFR Part 40)

Jana Bowling
 Water Taxi of Fort Lauderdale

MID# 56324
 Mbr Exp 6/30/2022

Status YES Proof Exempt

Please keep this card on your person at all times.
 See reverse for Maritime contact information.



The lawful holder of this credential,
ERIK SEVERIN JOHNSON
as endorsed below, is entitled under Title 46 (Shipping) U.S. Code
to serve in the capacity or capacities specified (National Only),
subject to any limitations indicated.

CAPACITY

Master

Ordinary Seaman

Wiper

Steward's Department (F.H.)

LIMITATIONS APPLYING (IF ANY)

Of Self-Propelled Vessels Not Including Auxiliary Sail
Of Less Than 100 Gross Register Tons (GRT) Upon
Inland Waters.

Ref Num 2578781

Serial Num 000580767

K. R. Martin

KIRSTEN R. MARTIN, CAPT, USCG

Ref Num 2578781

Serial Num 000580767

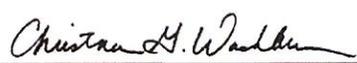


UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME DALE R		OFFICIAL NUMBER 1159459	IMO OR OTHER NUMBER CNL42009G303	YEAR COMPLETED 2004	
HAILING PORT FORT LAUDERDALE FL		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES	
GROSS TONNAGE 13 GRT	NET TONNAGE 11 NRT	LENGTH 42.0	BREADTH 11.0	DEPTH 4.5	
PLACE BUILT FORT LAUDERDALE FL					
OWNERS WATER SHUTTLE LLC COMPRISED OF ONE MEMBER			OPERATIONAL ENDORSEMENTS COASTWISE		
MANAGING OWNER WATER SHUTTLE LLC 160 OLD DERBY STREET STE 333 HINGHAM MA 02043					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS NONE					
ISSUE DATE MAY 08, 2024		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES JUNE 30, 2025					





**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date: 29 May 2024
Expiration Date: 29 May 2029

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
DALE R	1159459		WDE2395	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
FORT LAUDERDALE, FL UNITED STATES	FRP (Fiberglass)	100	Diesel Reduction

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
FORT LAUDERDALE, FL UNITED STATES	30Jul2004	15Jul2003	R-13 1-	R-11 1-		R-42.0 1-0

Owner	Operator
WATER SHUTTLE LLC 160 OLD DERBY STREET STE 333 HINGHAM, MA 02043 UNITED STATES	WATER TAXI OF FORT LAUDERDALE INC 1366 SE 17th ST FT Lauderdale, FL 33316 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 51 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 53

Route Permitted And Conditions Of Operation:
---Rivers---
 THE INTRACOASTAL WATERWAY BETWEEN MALABAR, FL AND 1 MILE SOUTH OF THE RICKENBACKER CAUSEWAY, MIAMI, FL, INCLUDING ALL NAVIGABLE WATERS INSIDE THE DEMARCATION LINE EXCEPT LAKE OKEECHOBEE, NOT MORE THAN 1000 FEET FROM SHORE.
 WHEN OPERATING ON THE INTRACOASTAL WATERWAY BETWEEN OAKLAND PARK AVE. BRIDGE AND 17TH STREET BRIDGE INCLUDING THE NEW RIVER AND CARRYING 27 OR FEWER PASSENGERS, THE REQUIRED DECKHAND MAY BE DELETED.
 SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at FT Lauderdale, FL, UNITED STATES, the Officer in Charge, Marine Inspection, Sector Miami certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by: D.T. Cressman CDR, USCG By Direction
Date	Zone	A/P/R	Signature	
				Officer in Charge, Marine Inspection
				Sector Miami
				Inspection Zone



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date:	29 May 2024
Expiration Date:	29 May 2029

Certificate of Inspection

Vessel Name: DALE R

THE MINIMUM NUMBER OF CHILD-SIZE LIFE PRESERVERS REQUIRED IS 6. ADDITIONAL CHILD-SIZE LIFE PRESERVERS SHALL BE PROVIDED AS NEEDED FOR THE VESSEL TO HAVE AN APPROVED LIFE PRESERVER SUITABLE FOR EACH CHILD ON BOARD.

IF THE VESSEL IS AWAY FROM THE DOCK, OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN A 24 HOUR PERIOD, AN ALTERNATE CREW SHALL BE APPROVED.

AUTHORIZED TO OPERATE COMMERCIALY AS UNINSPECTED PASSENGER VESSEL WHEN CARRYING SIX OR LESS PASSENGERS FOR HIRE IN ACCORDANCE WITH 46 CFR 176.114. NO ARRANGEMENT SHALL BE ALTERED AND NO EQUIPMENT REQUIRED BY THIS CERTIFICATE SHALL BE REMOVED WITHOUT THE CONSENT OF THE COGNIZANT OCMI.

AUTHORIZED TO OPERATE AS A RECREATIONAL VESSEL WHEN CARRYING LESS THAN TWELVE PASSENGERS IN ACCORDANCE WITH 46 CFR 176.114. NO ARRANGEMENT SHALL BE ALTERED AND NO EQUIPMENT REQUIRED BY THIS CERTIFICATE SHALL BE REMOVED WITHOUT THE CONSENT OF THE COGNIZANT OCMI.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31May2026	02May2024	15Apr2022
Internal Structure	31May2026	02May2024	15Apr2022

---Stability---

Type	Issued Date	Office
Letter	29Aug2022	Sector Miami

---Lifesaving Equipment---

Total Equipment for 53 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 53
Lifeboats (Port)	0	0	Life Preservers (Child) 6
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Number of Fire Pumps - 1

Hose Information

Location	Quantity	Diameter	Length
One Hydrant with 50' 1.5 inch UL Approved Hose	1	1.5	50

Fixed Extinguishing Systems

Location	Type	Capacity
Battery	Halocarbon (Formerly: FM 200, FE241)	500 Cubic Foot
Engine Room	Halocarbon (Formerly: FM 200, FE241)	500 Cubic Foot



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 29 May 2024

Expiration Date: 29 May 2029

Certificate of Inspection

Vessel Name: DALE R

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	2-A
1	40-B:C

END

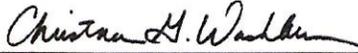


UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME RIVERWALK		OFFICIAL NUMBER 1161274	IMO OR OTHER NUMBER CNL42027F404	YEAR COMPLETED 2004	
HAILING PORT FORT LAUDERDALE FL		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES	
GROSS TONNAGE 13 GRT	NET TONNAGE 11 NRT	LENGTH 42.0	BREADTH 11.0	DEPTH 4.5	
PLACE BUILT FORT LAUDERDALE FL					
OWNERS WATER SHUTTLE LLC COMPRISED OF ONE MEMBER			OPERATIONAL ENDORSEMENTS COASTWISE		
MANAGING OWNER WATER SHUTTLE LLC 160 OLD DERBY STREET STE 333 HINGHAM MA 02043					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS NONE					
ISSUE DATE MAY 09, 2024		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES JUNE 30, 2025					





United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 05 Jun 2019
Expiration Date: 05 Jun 2024

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
RIVERWALK	1161274		WDJ8340	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
FORT LAUDERDALE, FL	FRP (Fiberglass)	100	Diesel Electric
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
FORT LAUDERDALE, FL	08Sep2004	17Jul2004	R-13	R-11		R-42.0
UNITED STATES			I-	I-		I-0

Owner	Operator
WATER SHUTTLE LLC 160 OLD DERBY STREET STE 333 HINGHAM, MA 02043 UNITED STATES	WATER TRANSPORTATION OF FORT LAUDERDALE LLC. 413 SW 3RD AVE FORT LAUDERDALE, FL 33315 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 54 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 56

Route Permitted And Conditions Of Operation:
---Rivers---
THE INTRACOASTAL WATERWAY BETWEEN MALABAR, FL AND 1 MILE SOUTH OF THE RICKENBACKER CAUSEWAY, MIAMI, FL, INCLUDING ALL NAVIGABLE WATERS INSIDE THE DEMARCATION LINE EXCEPT LAKE OKEECHOBEE, NOT MORE THAN 1000 FEET FROM SHORE UNDER REASONABLE OPERATING CONDITIONS.

WHILE OPERATING ON THE INTRACOASTAL WATERWAY BETWEEN OAKLAND PARK AVENUE BRIDGE AND 17TH STREET BRIDGE INCLUDING THE NEW RIVER, CARRYING 27 OR FEWER PASSENGERS, A DECKHAND IS NOT REQUIRED PROVIDED THE PROCEDURES, PRACTICES AND LIMITATIONS IN THE USCG APPROVED SAFETY MANAGEMENT AND CONTINENCY PLAN ARE FOLLOWED.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Ft Lauderdale, FL, UNITED STATES, the Officer in Charge, Marine Inspection, Sector Miami certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This Amended certificate issued by: <i>S.R. Elliott</i> S.R. Elliott, Commander, USCG, By direction Officer in Charge, Marine Inspection Sector Miami Inspection Zone
Date	Zone	A/P/R	Signature	
18Aug2020	SEC Miami	A	LOGAN DARYL	
25May2021	SEC Miami	A	MOSKAL JOSEPH	
12Apr2022	SEC Miami	A	CRUZ FERNANDO	
21 JUN 23	SEC MIAMI	A	<i>R. [Signature]</i>	



Certificate of Inspection

Vessel Name: RIVERWALK

ADDITIONAL CHILD-SIZE LIFE PRESERVERS SHALL BE PROVIDED AS NEEDED FOR EACH CHILD OR PERSON UNDER 90 POUNDS ONBOARD BEYOND THE MINIMUM.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN A 24-HOUR PERIOD, AN ALTERNATE CREW SHALL BE PROVIDED.

AUTHORIZED TO OPERATE COMMERCIALY AS UNINSPECTED PASSENGER VESSEL WHEN CARRYING SIX OR LESS PASSENGERS IN ACCORDANCE WITH 46 CFR 176.114. NO ARRANGEMENT SHALL BE ALTERED AND NO EQUIPMENT REQUIRED BY THIS CERTIFICATE SHALL BE REMOVED WITHOUT THE CONSENT OF THE COGNIZANT OCMI.

PRIOR TO OPERATING OUTSIDE THE MIAMI MARINE INSPECTION ZONE (AS DEFINED IN 33 CFR 3.35-10), CONSULT WITH THE COGNIZANT OFFICER IN CHARGE, MARINE INSPECTION TO IDENTIFY ZONE SPECIFIC OPERATIONAL CONSTRAINTS AND ROUTE LIMITATIONS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31May2024	19May2022	14Aug2020
Internal Structure	31May2024	19May2022	14Aug2020

---Stability---

Type	Issued Date	Office
Letter	07Jul2022	Sector Miami

---Lifesaving Equipment---

Total Equipment for 56 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 56
Lifeboats (Port)	0	0	Life Preservers (Child) 6
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Number of Fire Pumps - 1

Hose Information

Location	Quantity	Diameter	Length
Cabin	1	1.5	50

Fixed Extinguishing Systems

Location	Type	Capacity
Generator Compartment	Halocarbon (Formerly: FM 200, FE241)	500 Cubic Foot
Motor Compartment	Halocarbon (Formerly: FM 200, FE241)	500 Cubic Foot



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date:	05 Jun 2019
Expiration Date:	05 Jun 2024

Certificate of Inspection

Vessel Name: RIVERWALK

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	2-A
1	40-B:C

---Certificate Amendments---

Amending Unit	Amendment Date	Amendment Remark
Sector Miami	14Aug2020	Completed Credit Dry Dock Inspection and Internal Structural Exam.
Sector Miami	25May2021	Completed Annual Inspection
Sector Miami	28Feb2022	Stability Letter Issued. Simplified Stability Test Conducted 09FE2022.
Sector Miami	12Apr2022	Completed Annual Inspection.
Sector Miami	19May2022	Completed Credit Dry Dock Inspection and Internal Structural Exam.
Sector Miami	30Jun2022	Conducted Simplified Stability Test and adjusted passenger count.

END

Riverwalk

Mail To:
WATER SHUTTLE LLC
160 OLD DERBY ST STE 109
HINGHAM, MA 02043-4010

FLORIDA VESSEL REGISTRATION

FL/DO # **DO1161274** DECAL **01211248** Expires **Midnight Mon 6/30/2025**

CO/AGY 10 / 11 T# 1797043255
B# 6349091

YR/MK	2004/CNL	BODY	VS	TITLE		Reg. Tax	262.50	Class Code	100
HIN	CNL42027F404	PROFUL	INBRD	FUEL	DIESEL	Init. Reg.		Tax Months	24
HULL	FBGLSS	TYPE	CABIN	LENGTH	42'	County Fee	131.26	Back Tax Mos	0
USE	CM OTH					Mail Fee	0.90	Credit Class	
DI/FEID	-					Sales Tax		Credit Months	0
Date Issued	4/19/2023					Voluntary Fees			
						Grand Total	394.66		

IMPORTANT INFORMATION

1. Your registration must be updated to your new address within 30 days of moving.
2. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

WATER SHUTTLE LLC
160 OLD DERBY ST STE 109
HINGHAM, MA 02043-4010

END OF RFP