

Ors. 34

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WATER TAXI OPERATING LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BEACH WATER TAXI INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Water Taxi Operating License Agreement between the City of Pompano Beach and Pompano Beach Water Taxi Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 25th day of July, 2017.

PASSED SECOND READING this 25th day of July, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
7/12/17
L:ord/2017-283

Aug. 34

WATER TAXI OPERATING LICENSE
AGREEMENT

THIS LICENSE AGREEMENT, entered into this 27th day of July, 2017, by and between the **CITY OF POMPANO BEACH**, a municipal corporation existing under the laws of the State of Florida, of 100 West Atlantic Blvd., Pompano Beach, Florida 33060, hereinafter referred to as "City," and **POMPANO BEACH WATER TAXI INC.**, a Florida corporation, of 125 N. Riverside Drive, Pompano Beach, Florida 33062, hereinafter referred to as "Licensee."

WHEREAS, the City desires to provide water taxi services connecting various areas that are exclusively within Pompano Beach, along the Intracoastal Waterway from Atlantic Boulevard to the Hillsboro Inlet, and potentially connecting the service to neighboring cities south and north of the City, hereinafter referred to as "Areas"; and

WHEREAS, the City issued Request for Proposals (RFP) No. L-17-17 seeking an experienced, appropriately equipped, staffed, licensed and insured water taxi service provider; RFP No. L-17-17 is incorporated by reference hereto; and

WHEREAS, the Licensee's proposal was deemed by city staff to be responsive and responsible to the RFP to provide exclusive water taxi service to the aforementioned areas as more particularly described in the RFP and the Licensee's proposal which shall also be incorporated into this Agreement by reference hereto; and

WHEREAS, this proposed exclusive water taxi service is in the best interest of Pompano Beach as it will help alleviate traffic to and from the aforementioned Areas; and

WHEREAS, this Agreement details the operation of such water taxi service within the City and how the City intends to subsidize a portion of this alternative public transportation system during the initial phase of this pilot program.

NOW THEREFORE, in consideration of the promises stated herein, the City and the Licensee mutually agree as follows:

1. **RECITALS.** The recitals above are incorporated herein by reference.
2. **PROVISION OF WATER TAXI SERVICE.**

The Licensee agrees to provide scheduled Water Taxi services connecting the Areas as detailed in Exhibit "A," License Area, charging the public fees for this service as specifically set forth in Exhibit "B," Schedule of Fees, approved by City, and as initially agreed to by City and Licensee. In the event of ambiguity between this Agreement and the Exhibits, the RFP and Proposal, this Agreement shall prevail.

The Licensee will have two vessels dedicated to providing Water Taxi Service exclusively within the City of Pompano Beach. The vessels are identified as a 1990 Aluminum and a 1985 Fiberglass Hull Passenger Inspected Vessel. The Licensee contemplates utilizing the City's subsidy to help cover the initial start-up costs associated with providing this alternative public transportation system during the initial phase of this Pilot Program. A detailed breakdown of such costs and allocation over the term of the Agreement is provided for in Exhibit "C," Subsidy Breakdown.

If the Licensee fails to provide, ceases to provide Water Taxi Service after commencement, and/or fails to cure any defaults, pursuant to the terms and conditions of this Agreement, then the City may terminate this Agreement. In the event of a material breach termination initiated by the City, the Licensee shall refund all money provided by the City.

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Section 17 herein. LICENSEE may terminate this Agreement, in whole or in

part, for cause, default or negligence upon forty-five (45) day advance written notice to CITY in accordance with Section 17 herein.

3. TIME OF PERFORMANCE

The initial Contract Term shall be for five (5) years from approval of this Agreement by the City Commission or execution by both parties, whichever occurs later. At the end of the initial term, the City and Licensee may initiate one five (5) year renewal, subject to a mutual agreement of terms. The City and/or the Licensee must give written notice of their intention to renew this Agreement no later than ninety (90) days prior to its expiration.

4. COMPENSATION

The City will pay the Licensee a sum not to exceed \$422,635.00 in the manner described in attached Exhibit "C," Subsidy Breakdown. The City may, from time to time, require changes in the Scope of Work performed by the Licensee hereunder. Such changes may include any increase or decrease in the amount of the Licensee's compensation and changes to the Scope of Work included in the RFP, this Agreement and the Licensee's Proposal, which are mutually agreed upon by and between City and the Licensee and shall be effective when such changes are incorporated via written amendment to this Contract. At the conclusion of this Agreement, the Licensee may retain the cumulative monthly subsidies provided during the term of this Agreement, presuming the Licensee complied with all terms and conditions.

5. METHOD OF PAYMENT

The Licensee's invoices for the monthly subsidy, as detailed in Exhibit "C, shall be submitted to the City for approval for payment on a Net 30 basis. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of the City's budget and the Licensee complying with the terms of this Agreement and Section 91.14, Water Taxis, of the City's Code of Ordinances.

6. NOTICES AND CHANGES OF ADDRESS

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

AS TO LICENSEE: Pompano Beach Water Taxi Inc.
Milton Smith, President
125 N. Riverside Drive
Pompano Beach, FL 33062
954-901-1833
mgsiiimaritime@gmail.com

AS TO CITY: City of Pompano Beach
Gregory P. Harrison, City Manager
100 W. Atlantic Blvd.
Pompano Beach, FL 33061
954-786-4601
greg.harrison@copbfl.com

7. LICENSE TO USE CITY DOCKAGE AND UPLAND AREA

The City grants the Licensee a revocable exclusive license to occupy and use the City's dockage and adjacent City upland area land reasonably related to the Licensee's provision of Water Taxi Service, including all ingress, egress and approaches to and from such dockage and upland area. The dockage and upland areas are those illustrated in Exhibit "A."

8. LICENSEE'S DUTIES RELATED TO CITY DOCKAGE AND UPLAND AREA

The Licensee shall control and assume responsibility for the use, operation and security of the upland' area, as defined in Exhibit "A," during Water Taxi Operating Hours,

such responsibility includes controlling access to the upland area and associated dockage, ticketing, guest service functions, security, cleaning and general operational organization. The Licensee shall continually evaluate the condition and suitability of the City dockage and upland area for water taxi activities. The Licensee shall properly secure the city dockage and upland area at the conclusion of daily water taxi service. The Licensee shall notify the City of any potential or actual hazardous conditions immediately upon notice by any of its pilots or employees.

9. THE CITY'S DUTIES RELATED TO CITY DOCKAGE AND UPLAND AREA

At times other than Water Taxi Operating Hours, the City shall maintain the city dockage and upland area in a clean and orderly condition. The City shall be responsible for all maintenance and repairs to the city dockage and upland areas, but the Licensee understands that the City is under no obligation to repair city dockage or the upland areas in the event that the City Commission, in its sole discretion, determines that it is not in the City's best economic interest to repair such impacted areas due to substantial damage. The City will, however, make a good faith effort to avoid or mitigate substantial damage to City dockage and upland areas.

10. PROHIBITED USE

The City dockage and associated upland area shall not be used by the Licensee for any use other than the use necessary to provide Water Taxi services. No occupation or alternative use shall be available to the Licensee, which, at the sole discretion of the City, is deemed hazardous, inconsistent with this Agreement, or increases the City's liability.

11. PUBLIC RECORDS

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

1. Keep and maintain public records required by the City in order to perform the service.

2. 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.

3. 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 Licensee does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Licensee, or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the contract, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the contract, the Licensee 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 information technology systems of the City.

B. Failure of the Licensee to provide the above-described public records to the City within a reasonable time may subject Licensee 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@copbfl.com**

12. RIGHT TO AUDIT AND PROVISION OF MONTHLY OPERATIONS REPORTS

The Licensee shall prepare, in accordance with generally accepted accounting practice, accurate books of account, along with other records as required by law. All records including, but not limited to tax returns, with respect to the Licensee's business conducted pursuant to this Agreement shall be kept by the Licensee and shall be available to the City for examination or audit during the term of this Agreement and for a period of five (5) years following the expiration or earlier termination of this Agreement.

In conjunction with providing the City an invoice for payment on a Net 30 basis, as detailed section 5 above, the Licensee shall also provide monthly operations reports, and such reports shall include, but not be limited to, Water Taxi ridership numbers, revenues

generated, and copies of the Licensee's submitted Florida Department of Revenue Form DR-15.

13. INDEMNIFICATION AND INSURANCE

The Licensee agrees to comply with all terms, provisions, and requirements contained in Request for Proposal (RFP) No. L-17-17, Water Taxi Services, and the Licensee agrees to designate the City as an additional insured under its own insurance policy.

The Licensee shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

14. TAXES, FEES, AND COSTS

The City shall not charge the Licensee fees for usage of the city dockage and associated upland areas identified in Exhibit "A." The Licensee will be solely responsible for payment of its own income and sales taxes. The Licensee's storage and fuel costs remain the Licensee's responsibility.

15. CONSTRUCTION AND ALTERATION OF CITY DOCKAGE AND UPLAND AREAS

The Licensee shall not make or permit to be made any alterations, additions, improvement or changes to the city dockage or associated upland area nor permit the painting or placing of any signage, placards or other related advertising media without obtaining prior written consent of the City, which shall be at the City's sole discretion.

16. ASSIGNMENT

The Licensee shall not have the right to assign, transfer, convey, sublet or otherwise dispose of its license to utilize city dockage and associated upland areas or its rights or obligations under this Agreement.

17. DEFAULT AND TERMINATION

Subject to the Licensee's right to notice and an opportunity to cure, as specified herein, the Licensee shall be deemed in default of its obligations under this Agreement upon the occurrence of any of the following:

A. The Licensee's failure to perform any covenant, promise, or obligation contained in this Agreement or comply with the terms and conditions of this Agreement;

B. The appointment of a receiver or trustee for all or substantially all the Licensee's assets;

C. The Licensee's voluntary petition for relief under any bankruptcy or insolvency law, or the filing of an involuntary bankruptcy petition, which is not dismissed within sixty (60) days;

D. The sale of the Licensee's interest under this Agreement by execution or other legal process;

E. The seizure, sequestration, or impounding by virtue of or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of the Licensee used in or incident to its operations in providing the Water Taxi Service.

F. The Licensee making an assignment of its assets for the benefit of creditors;

G. Any sale, transfer, assignment, subleasing, concession, license, or other disposition of this Agreement that is not authorized by this agreement;

H. The Licensee doing or permitting anything that creates a lien upon the City's dockage or associated upland areas or any Vessels Purchased; or

I. Utilizing Purchased Vessel(s) to provide Water Taxi Service in a manner not contemplated in this Agreement or related Exhibits.

The City may immediately terminate this Agreement if a default pursuant to this Agreement is not cured within thirty (30) days after receipt of notice from the City. In the event of early termination of this Agreement due to the Licensee's default, the Licensee shall refund all money provided by the City.

18. DAMAGE TO CITY DOCKAGE, ASSOCIATED UPLAND AREAS, AND VESSELS

If any portions of the city dockage or associated upland areas are substantially damaged by fire, hurricane or other casualty, the City or the Licensee may elect to repair or replace the affected facilities within thirty (30) days of the casualty or occurrence. In the event the affected facilities are not repaired or replaced within thirty days of the casualty or occurrence or if neither the City or the Licensee elects to repair or replace the affected facilities, either party may immediately terminate this Agreement. In the event of termination pursuant to this section, the Licensee may keep the monthly subsidies that it had earned up to the casualty or occurrence.

If any portion of the Purchased Vessel(s) is substantially damaged by fire, hurricane, or other casualty or occurrence, the Licensee may elect to repair or replace the affected Purchased Vessel within thirty (30) days of the casualty or occurrence that caused the vessel damage. In the event that the Licensee fails to repair or replace within thirty (30) days of the vessel damage or the Licensee elects not to repair or replace the affected vessel(s), then the City may immediately terminate this Agreement. Nothing contained herein shall limit the

City's rights and remedies against the Licensee for any such damage caused by the Licensee, its employees, agents or contractors. Licensee shall be responsible for any damages to City dockage facilities or associated upland facilities as a direct or indirect result of its provision of Water Taxi Services.

19. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of Licensor and Licensee. In conducting the Water Taxi Service hereunder, the Licensee shall act as an independent contractor and not an agent of the City. The selection, retention, assignment and direction of the Licensee's employees shall be the sole responsibility of the Licensee, and the City shall not attempt to exercise any control over the daily performance of the duties of the Licensee's employees.

20. NO EXCLUSIVE RIGHTS

Nothing contained in this Agreement shall be construed to grant or authorize the granting of exclusive right other than right of use of the city dockage and related upland properties pursuant to the terms of this Agreement.

21. NO LIENS

The Licensee shall not cause any liens to be filed against the Purchased Vessels, the city dockage, and/or the associated upland properties by any reason of work, labor, services, or materials performed at or furnished to the Licensee related to this Agreement. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject the Purchased Vessels, the city dockage, and/or associated upland properties to any lien or liability under the lien laws of the State of Florida.

22. CONFORMANCE WITH LAWS

The Licensee agrees to comply with all applicable federal, state and local laws during the life of this Contract.

23. ATTORNEY FEES.

In the event that either party seeks to enforce this Agreement via legal action, then the parties agree that each party shall bear its own attorney fees and costs.

24. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH


Betty J. Moses

By: 
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: 
GREGORY P. HARRISON, CITY MANAGER

Attest:


ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:


MARK E. BERMAN, CITY ATTORNEY

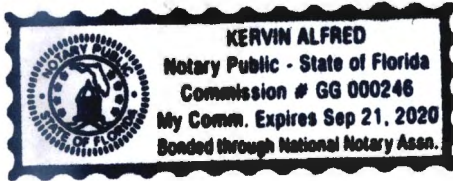
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of July, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of

Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Stamped)



[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA


Kevin Alfred
(Name of Acknowledger Typed, Printed or

Commission Number

"LICENSEE"

POMPANO BEACH WATER TAXI INC.
a Florida corporation

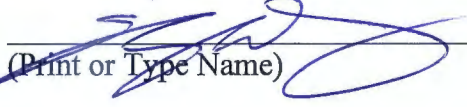
Witnesses:



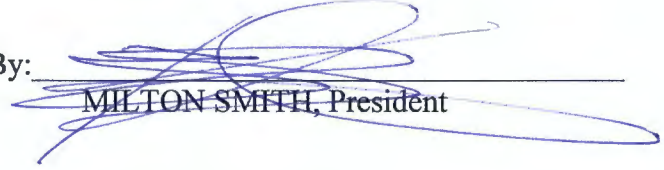
Eloy Watson

(Print or Type Name)

Eloy Watson



(Print or Type Name)

By: 

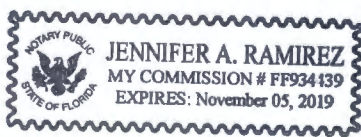
MILTON SMITH, President

STATE OF FLORIDA

COUNTY OF BROWARD

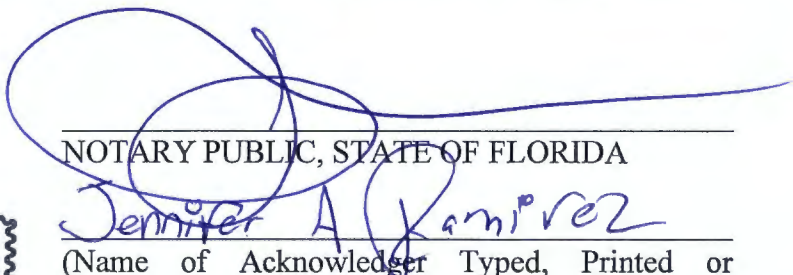
The foregoing instrument was acknowledged before me this 18 day of JULY, 2017, by **MILTON SMITH**, as President of **POMPANO BEACH WATER TAXI INC.**, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced DL#5530547781710 (type FL of identification) as identification.

NOTARY'S SEAL:



Stamped)

NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or

FF934439

Commission Number

CLS:jrm
7/17/17
l:agr/mgr/2017-849

City of Pompano Beach

Intracoastal Waterway

Water Taxi Service in Pompano Beach

Pompano Beach Water Taxi, Inc.
125 N Riverside Dr.
Pompano Beach, FL 33063

Milton G. Smith III; President / Secretary

(954) 901-1833

mgsiiimaritime@gmail.com

Jeff Torode; Vice President / Treasurer

(954) 214-0460

jeff@southfloridadiving.com

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Introduction

Pompano Beach Water Taxi, Inc. (PBWT) is presenting this proposal to the City of Pompano Beach to obtain the rights to operate a first class water taxi service within the city and surrounding areas. PBWT was formed to manage all aspects of the Water Taxi Service in Pompano Beach. Therefore, PVWT replaces MGSIII Maritime, LLC. as the Applicant and Operator. We would like to merge our vision with the City of Pompano Beach already existing visions reflected in the City's Strategic Plan and plans for redevelopment in the barrier island. The goal is to help those visions and offer a first-class beach for everyone, and strong neighborhoods.

The City of Pompano Beach community also has a diverse and international population, it is family friendly, attractive, clean and green. City government is financially strong and sustainable, provides responsive and efficient City services, and is building "One City, One Community." With our proposed water taxi service, we see us adopting the same vision and core values. We also see this project as a great opportunity to bring neighboring cities together using a unique, fun and different means of transportation. This service will be an opportunity to provide a first class water taxi service connecting Pompano Beach and neighboring cities, ultimately generating new and exciting sources of revenue for the City. The proposed water taxi service is an exciting venture. By connecting to neighboring cities, this venture allows visitors to come to Pompano Beach and learn about the myriad of venues available to have fun and enjoy. The water taxi will serve as a vehicle to increase tourism into the City.

We strongly believe that with the prospective growth of construction, the community redevelopment and the economic development of Pompano Beach, now is the perfect time to join in the City's growth process. This also gives us and the service the opportunity to grow with the city. We believe that this service will also benefit local businesses through marketing and advertising. We definitely see this service as an alternate route of transportation for both the local residences and visitors, as well as neighboring residence and visitors. Moreover, we expect to promote and plan to utilize

the newly built city beach parking garage, utilizing the historical Hillsboro Light House, and other exciting points of interest within the city to promote the city.

Having an owner in the company that owns and operates several successful businesses within the City of Pompano Beach, show that our company not only believes in The City of Pompano Beach and its growth, but believes in this service and the revenue that it will provide to the City of Pompano Beach and local businesses. By submitting this proposal we are committed to showing the City of Pompano Beach what we believe will be a successful water taxi service. With successful services also come great success and reward for the City of Pompano Beach.

We hope as you review this proposal, you can appreciate and see the hard work, dedication and excitement PBWT has put into this proposal.

We have included items that will give a visual aspect of what we would like to implement for this water taxi service. These visual aids include route maps and stops, tentative stop schedule times, vessels to be utilized, logo's and designs, brochures and ticketing.

We look forward to a long-lasting relationship with the City!

Experience of Project Team

Jeff Torode, PBWT Vice President / Treasurer

I have extensive background in boating and marine related activities, ranging from working for the cruise ship industry to owning and operating various charter boat services. My experience spans a lapse of 35 years.

Managerial Experience

My water related careers began working as a Divemaster for the dive course director at Florida Junior college in Jacksonville Florida. After leaving college, I managed 2 different dive centers in Jacksonville: Underwater Designers (second largest PADI training facility in the US) and American Dive Center (IDEA headquarters and training facility). I also managed 2 different centers in South Florida: Boca Sea Adventures and Force-E Boca Raton. Managing these operations gave me a great foundation for water related business.

Cruise Industry Experience

Shallow Water Development contracted with NCL to create a snorkeling program for all their ships and their out island (Great Stirrups Key). I was hired as a staff member in charge of working on the ships and the out island registering and guiding guests on snorkel experiences throughout the Caribbean. We rotated from the ships to the out island. Part of our duties on the island was to ferry guests to and from the ship. I was also tasked with running their sailing program. The cruise ship experience taught me a great deal about customer service, safety and dealing with large numbers of passengers.

Commercial Diving Experience

I have held a commercial fishing license and ran my own commercial dive boat harvesting fish and lobster from South Florida to the Western Bahamas. I also owned and operated a commercial tropical fish operation in Marathon Key, capturing ornamental fish for the aquarium trade.

Charter Boat Experience

I currently own and operate 2 charter boat services in Pompano Beach including South Florida Diving Headquarters Inc. established in 1996 offering diving, snorkeling, glass bottom experiences. My operation is also a Professional Association of Diving Instructors (PADI) 5 Star training facility and a Guy Harvey Outfitter. We have two 49 passenger power catamarans and an 11 passenger mono hull vessel servicing on average 8,000 guests a year from around the world and the US. We hold a Certificate of Excellence from Trip Advisor. We work closely with the Greater Fort Lauderdale Convention and Visitor's Bureau, Pompano Beach Tourism Director, LTBS Public Relations and Visit Florida promoting tourism in South Florida. In addition, I operate Serenity Yacht Charters Inc. (established in 2009) offering dinner cruises, private charters and weddings aboard our 72 ft. Yacht Serenity III. We currently have a 5-year contract with Wyndham Resorts providing cruises for their guests.

Water Taxi Experience

Using our 49 passenger power catamarans we provide water taxi service for the Ft. Lauderdale Boat Show, Tortuga Fest, Miami Boat Show and Miami River Day transporting thousands of passengers during these events. In addition, we operate as the shuttle service for the Hillsboro Lighthouse tours monthly.

Summary

I am a licensed United States Coast Guard (USCG) Captain with over 20 years of experience running passenger vessels. I currently own two (2) successful charter businesses in Pompano Beach with great customer satisfaction ratings. I am sure there will be spill over from my other charter businesses to Pompano Beach Water Taxi. I am very familiar with all the waterways in our area and have working relationships with many of the water front properties and major hotels in the area. I am also very familiar with all regulations pertaining to operating USCG Certified passenger vessels and maintaining them above inspection standards. As a 16-year Pompano Beach resident, my businesses are in Pompano Beach and nearly all the vendors I use for the businesses are in Pompano Beach.

I travel to trade Vice Chairman for the Southeast Coral Reef Initiative (SEFCRI) Member of the Coastal Ocean Forum, Pompano Beach Chamber of Commerce, Member Ship Wreck Park Pompano Beach (Lady Luck), Make A Wish Foundation, Wounded Warriors Program and shows across the US promoting Pompano as a Dive and Vacation destination. I would welcome the opportunity to create another successful service for the residents and visitors of Pompano Beach.

Milton G. Smith III, PBWT President / Secretary

I have a very diverse background in all aspects of business and managerial skills. Starting in the early 90's at a very young age I was managing million dollars contracts for G&L Fabricators (Steel Fabrication), a very successful family-owned and operated business. The majority of our business was based on awarded proposals to fabricate, build, and erect large steel structures. Most jobs consisted of large wastewater treatment plants, city and state bridge structural work, along with city and state streetscape design and fabrication. All steel structures were built and fabricated in house, then disassembled and taken to the job site to be installed. G&L Fabrication fabricated, assembled, disassembled, delivered and rebuilt most of the work. This position allowed me the opportunity to enhance my training and education as a manager in a very tough industry. It also allowed me to enhance my communication skills and interact with people of different educational backgrounds (i.e., structural engineers, etc.).

In 2000, I joined the Baltimore City Police Department. I spent 14 years with the City of Baltimore. During my tenure with the department, I had the opportunity to work with and be a part of several different organizations. A majority of my career was spent in specialized units as a Detective and Task Force Officer. As a Task Force Officer, I worked within the federal system as a DEA Task Force Officer. In this position I would investigate large multi-jurisdictional criminal organizations. While working with the DEA as a task force officer I had many successful opportunities to organize, submit, and present proposals and work with Organized Crime Drug Enforcement Task Force (OCDETF). OCDETF is a panel of high-ranking federal officials. This panel was set in place to

approve legitimacy and monetary funding for large multi-jurisdictional and multi country criminal investigations. Also during my tenure I had the opportunity to successfully submit and conduct several Title III (Wire Tap) investigations.

During both OCDEF and Title III investigations, I was responsible for the supervision and execution of all activities associated with these investigations. This included managing and supervising immediate agents and officers assigned to the investigation along with daily analysis, execution plans, and funding budgets. I also had to form strong relationships with other state, federal, and local law enforcement agencies, as well as supervise and analyze the information, which they were providing. After all information from the investigation was gathered and analyzed, different phases of the investigation had to be organized and implemented to dismantle the investigation and target. I was responsible for safety briefings, with each and every group involved in these investigations. These meetings and briefings were essential to the safety and survival of every person involved in the physical execution of the investigation.

I also had the opportunity to work in an undercover capacity for both local, state and federal investigations. These tasks included infiltrating criminal organizations to gather criminal intelligence on large-scale drug organizations. Some of the operations included but were not limited to large-scale narcotic purchases, illegal firearm purchases, and contract killings.

I finished my career in the Violent Repeat Offenders (VRO) unit as a detective. In this unit we would receive a weekly or monthly update of the city and states most violent repeat offenders. At this point, we would select an individual and begin to build a criminal case. Working closely with federal prosecutors, after a case was built, we would indict individuals and ultimately succeed on gaining longer prison sentences for these violent repeat offenders. In April of 2011, I resigned from the Baltimore City Police Department and moved to Florida.

Although I have always been on the water recreationally, I began to seek a career in the industry. Prior to leaving Baltimore, Maryland, I attended the Annapolis School of Seamanship. I graduated with my master 100 ton certification, assistant towing endorsement and CPR. Lacking sea service time for a larger tonnage merchant mariner credential I began to work with the Fort Lauderdale Water Taxi as an unlicensed mate to enhance my training and education in the maritime world. As an unlicensed mate I was tasked with all aspects of the vessel, along with passenger and vessel safety and security. These tasks also included everything from securing lines, money management and ticket sales to narrated tours. After acquiring my sea time for my United States Coast Guard merchant mariner credentials I took a leave of absence with water taxi to explore other options in the industry.

I took a job with a commercial dredging company as a licensed 100-ton captain. My duties with this company were to maintain and safely operate a push tugboat and barge. As captain of the vessel it was my duty to supervise, barge deck crew, know and abide by all OSHA and Coast Guard rules and regulations as they pertain to my position and vessel, and safely navigate vessels and barges, ranging in size from 70' to 110', through close quarter situations and all navigable operating waterways. After a year with the company, my fiancé and I had our first child, which swayed me to return home. Once back home I began work again, as a captain for Fort Lauderdale Water Taxi. My duties included supervising all deck crew, engine and log book accuracy, maintaining a safe and clean work environment, narrated tours, problem solving both passenger complaints and issues and dealing with boat mechanical failures and issues. This position also required managing crew and maintaining their safety. I was ultimately assigned as a training captain on a 65' vessel for water taxi. As a training captain my responsibility was to train new hires and employees to properly and safely handle the vessel, and make sound judgements to whether a trainee was proficient enough to handle the vessel on their own. I would train them in trouble shooting electrical and engine issues and malfunction, as well as incidents involving passengers and crew. I would also show them how to properly approach and dock the vessel.

While working with Fort Lauderdale Water Taxi, I did subcontract work as a licensed captain for the following vessels: Serenity III dinner charter yacht, based in Pompano Beach; Musette 120' (dinner boat located in Fort Lauderdale), and Musette II (75' dinner yacht also located in Fort Lauderdale).

I currently hold a 200-ton masters merchant mariner credential with an impeccable service record. I have also received written permission from the United States Coast Guard to test for my 500-ton merchant mariner credentials. Since moving back to South Florida, my background and certifications in the maritime industry has grown significantly. I strongly believe in education and training in whatever it is you do. I have attended over 7 months of training from the Maritime Professional Training facility located in Fort Lauderdale Florida. From this education and training, I have received over 10 endorsements and certificates for my merchant mariner credentials and I continue to enhance my training and education daily.

Approach and Operations

PBWT has looked at several different technical approaches to providing a water taxi service to the City of Pompano Beach. As shown in the "Route Schedule" section (page X), we anticipate the water taxi to run from "Stop 1" (Hillsboro Inlet Park) to "Stop11" (Bokampers, Fort Lauderdale). At the beginning, Hillsboro Inlet Park would be the farthest point North for the Pompano Beach Water Taxi service with Bokampers being the farthest point South. In the "Route Map and Schedule" section (see page XX), you will find the detailed stop times of each vessel to each water taxi stop. Note we continue to work with other potential partners and look forward to adding other stops such as Cap's Place/Nauti Dawg in Lighthouse Point. Although this stop will be north of the boundaries of the City of Pompano Beach, we believe this stop is worth serious consideration and will help connect with highly visible sights. The same applies to stops south of Pompano Beach and into Lauderdale-by-the-Sea and Fort Lauderdale. Ultimately, the goal is to create a seamless service connecting to the south (as far as Hollywood Beach) and north (to Deerfield Beach).

Currently, there are 11 suitable water taxi stops to start this service. As the program progresses, we plan to evaluate the ridership at various locations and may suggest adding and/or removing stops. Two vessels will run simultaneously in opposite directions (Please refer to "Vessels" section on page 15 for details on these vessels.). Both vessels will start at designated stops and travel in opposite directions. This is recommended to minimize wait time and pick up times at each stop. The vessels will stop at every stop North and South. For example, a vessel traveling from stop 1 to 11, will stop at stops 1, 2, 3...all the way to stop 11. Once the vessel reaches stop 11, it will return to stop 1, stopping at every stop on its route back in reverse order 10, 9, 8...all the way back to 1.

The marketing strategy for the Water Taxi service includes promoting the service through social media (i.e., Facebook, Twitter, Linked-In, etc.), radio, newspapers (sun-Sentinel, Pelican News, Palm Beach Post, Miami Herald, etc.), and even television. In addition, we plan to reach out to local businesses, connect with the City's Chamber of Commerce, speak with all travel agencies, hotels and retail shops around. We will tentatively make an initial investment of \$35,500 in marketing avenues the first year. Other paths we plan to utilize include websites, brochures, signage, ad specialties, cellular phone applications, and billboards. From time to time, we will explore all options to ensure success and attract the largest number of riders. That said, we believe our marketing strategy will not only benefit the water taxi service directly. We also believe our outreach plan will produce positive results for local businesses as well. We plan to use televisions on each vessel. We would like to use these televisions to sell advertising space to local businesses and intend to utilize the equipment to incorporate key features of the water taxi service and to bring the City of Pompano Beach to passengers. We plan to promote various activities throughout the City such as concerts (at the Amp, Cultural Center, etc.), classes (at the Ali Building, BaCA, etc.), shows, civic programs, etc.

A cellular phone application will be made available for passengers to download. After passengers have downloaded the application to their phone, it can be utilized to show where the service vessels are in the route and estimated times of arrival to each stop.

The GPS system available with the service can also be used for office staff to answer customer questions related to the next available vessel to and from any stop.

Offering a concession service to riders will be entertained. We believe this would be a great add-on to the service. The idea for a concession service on the water taxi would consist of small snacks (i.e., chips, crackers, candy bars, variety of sodas, water, etc.). We plan to add this service in the future. At the time of implementation, we plan to offer bottled water at a reasonable price.

We have discussed the service with several local and neighboring city agencies and businesses. The businesses that we have reached out to in the City of Pompano Beach that have shown an interest in partnering with the water taxis service are as follows: the Hillsboro Lighthouse, Sands Harbor Resort and Marina, Wyndham Sea Gardens and Royal Vista, Marriott Hotel Pompano Beach, Seaside Grill, Sunset Catch, Ebb Tide Resorts, to name a few. There are several other businesses wishing to participate, but they would like to see the service being implemented before making any commitments.

As for the neighboring City of Lauderdale-By-The-Sea, we have letters of intent from the following businesses: City of Lauderdale-By-The-Sea, Port Royale Residences including The Tower at Port Royale [230 units], Mill Creek - Modera Apartments [553 units], and Waterton Properties [550 units], and Benihana's Restaurant. In addition, Fort Lauderdale businesses have also been very receptive to participating in the program. Although we are only connecting this service to the North end of Fort Lauderdale, several businesses have shown a great deal of interest. At this time, we have received a letter of interest from Bokampers, located just north of Oakland Park Boulevard. This stop will be the southernmost farthest stop and serve as the connecting point to Fort Lauderdale's Water Taxi service.

Pricing

The anticipated rates for riders of the water taxi service were evaluated in several different ways. Our plan was to make sure the price point of each ticket was acceptable and affordable to every customer. We also needed the price point to help our service to be sustainable for the long haul. Below is a breakdown of the anticipated ticket pricing. When analyzing and adjusting ticket pricing, we looked at current running water taxis throughout the state of Florida* to ensure our proposed pricing would be in line with other similar service providers:

Local Ticket Pricing

Adult - \$ 20.00

Children - \$ 12.00

Pompano Beach Residents (Identification required at time of purchase) \$15.00

Military/LEO/Seniors - \$ 15.00

Annual Passes - \$ 200

Group Rates (price subject to group size and negotiated at time of purchase)

Each ticket allows unlimited boarding all day from any stop

Please confirm the following (numbers are just guesses):

*Note (most of the following are based around a "Tour" not a "Taxi" service):

Below are prices charged in other Cities for similar water taxi service:

Fort Lauderdale - \$26.00

Jacksonville - \$20.00 (all day) - \$10.00 one-way

Jupiter – starts at \$32.00

Tampa - \$20.00

Miami - \$15.00 (one-way) - \$30.00 (round trip) – Yellow Route

\$20.00 (one-way) - \$40.00 (round trip) – Green Route

Vessels

Pompano Beach Water Taxi Inc. is anticipating the use of two vessels to begin this service. The first of the two vessels will be as follows:

1990 Aluminum Hull Passenger Inspected Vessel COI (Coast Guard Inspected) for 40 paying passengers and 2 crew (see Exhibit "A"). This vessel is similar to a Skipperliner. If only 0-24 paying passengers are on board, then the vessel need only a master to operate; if 25-40 paying passengers are on board, it requires a master and a mate to operate. This vessel is currently Coast Guard-Inspected and certified to carry 40 paying passengers (max.). This vessel is also ADA compliant with a current Coast Guard Certification of Inspection valid until September 2021. The vessel features an enclosed cabin with several windows to give riders an unobstructed view of passing scenery. It also has a large bathroom, seating to accommodate 49 passengers, 100-gallon fresh water tank, 100-gallon holding tank, and 2 stainless steel fuel tanks. This vessel is equipped with a 3208 caterpillar inboard diesel with direct drive engine. This vessel has a cruising speed of 8 knots with a maximum speed of 10 knots. At minimal or low speeds, this vessel will burn 4 gallons of diesel per hour. A very important feature with this vessel is the push rails built into the front of the vessel. This gives us the ability to dock and/or bow in at docks. This is very beneficial when having limited dock space at certain locations. It also features a side entrance for side two docking (marine term used to dictate how the captain will dock a boat or how a boat is directed into a slip for docking purposes). With the ability to pull into a dock, side two or bow in, makes every projected stop accessible with minimal dock space.

Vessel two to be used will be as follows:

1985 Fiberglass hull passenger inspected vessel COI (Coast Guard Inspected) for 44 paying passengers and 2 crew members (see Exhibit "B"). The vessel was made by Willard. This vessel requires a master and mate to operate. This vessel is also ADA compliant. The vessel features a large canopy to protect riders from the elements as well

as gives them a 360 degree unobstructed view of passing scenery. The vessel is equipped with a 671 Detroit inboard direct drive diesel reduction propulsion. This vessel has a cruising speed of 8 knots with a maximum speed of 10 knots. At minimal to low speed, this vessel will burn 4 gallons of diesel per hour. A very important feature with this vessel is the push rails built into the front of the vessel. This gives the operator the ability to dock and/or bow in at a dock. This is very beneficial when having limited dock space at a certain location. It also features a side entrance for side two docking. With the ability to pull into a dock, side two or bow in, it makes every projected stop accessible with minimal dock space.

Logos, colors and designs proposed to be used for our vessels are based on City standards and copyrighted by the City of Pompano Beach and to be approved by the city. PBWT will also adhere to any and all standards set within the "Pompano Beach Brand Standards Manual" as it refers to specific paint pallets and branding material. Should the City and PBWT discontinue the operation of the Pompano Beach Water Taxi, PBWT shall be allowed to re-paint the vessels and discontinue the use of any City of Pompano Beach approved logos.

Route Schedule

PBWT has designed a schedule that we feel best fits the initial implementation of a water taxi service in the City of Pompano Beach. We believe that this initial route / service map best suits the City of Pompano Beach and its residents and visitors. In this section, we have included a tentative time schedule each vessel is expected to stop at a designated stop. These times are subject to change and are not exact times and may vary due to excessive maritime traffic, number of passengers boarding or getting off, etc. There are 11 stops included in the service route as follows (new stops may be added at a later date subject to demand) (See Exhibit "C" and Exhibit "D"):

1. Hillsboro Park Inlet
2. NE 16th Street

3. Alsdorf Park*
4. Officer Scott A. Winter Park
5. Riverside Park
6. Sands Harbor and Marina
7. St. Martin Episcopal Church
8. Indian Mound Park
9. Port Royale**
10. Benihana
11. Bokampers

Notes:

*Whistle Stop - not a scheduled stop (by request only).

**Whistle Stop - This is a private Condominium. Owners and approved guest(s) pick up and drop off only.

Additional Notes:

Madison's Steakhouse, Cap's Place/Nauti Dawg, Houston's Restaurant/Harbor Village/The Foundry will be considered as potential stops if and when vessels are authorized to dock, adequate dockage space exists, and there is adequate ridership demand.

Time Schedule

The (exact) time schedule that a water taxi will be at each stop will not be available to the public, however each master and crew member will have an exact time they will need to be at each stop. Signage will be used to inform the public how often a water taxi will arrive at each stop (i.e., every 30 minutes, every 45 minutes etc.). Signage at each stop will display the first and last boat of the day with an average wait time between boats. The public will also be able to call the water taxi's provided phone number and be advised when the next vessel will be at a certain stop. Customers will also be able to view our cell phone application for service details and vessel location.

The tentative time schedule for each stop will be as follows:

(These stops are subject to changes, modifications, and removal from schedule)

VESSEL 1

- Stop 1 Hillsboro Park Inlet: 10:00am / 1:30pm / 5:00pm / 8:30pm
- Stop 2 NE 16th Street: 10:15am / 1:15pm / 1:45pm / 4:44pm / 5:15pm / 8:15pm / 8:45pm
- Stop 3 Alsdorf Park: 10:20am / 1:10pm / 1:50pm / 4:40pm / 5:20pm / 8:10pm / 8:50pm
- Stop 4 Officer Scott A. Winter Park: 10:25am / 1:05pm / 1:55pm / 4:35pm / 5:25pm / 8:05pm / 8:55pm
- Stop 5 Riverside Park: 10:35am / 12:55pm / 2:05pm / 4:25pm / 5:35pm / 7:55pm / 9:05pm
- Stop 6 Sands Harbor and Marina: 10:40am / 12:50pm / 2:10pm / 4:20pm / 5:40pm / 7:50pm / 9:10pm
- Stop 7 St. Martin Episcopal Church: 10:50am / 12:40pm / 2:20pm / 4:10pm / 5:50pm / 7:40pm / 9:20pm
- Stop 8 Indian Mound Park: 11:00am / 12:30pm / 2:30pm / 4:00pm / 6:00pm / 7:30pm / 9:30pm
- Stop 9 Port Royale: 11:15am / 12:15pm / 2:45pm / 3:45pm / 6:15pm / 7:15pm / 9:45pm
- Stop 10 Benihana's: 11:30am / 12:00pm / 3:00pm / 3:30pm / 6:30pm / 7:00pm / 10:00pm
- Stop 11 Bokampers: 11:45am / 3:15pm / 6:45pm / 10:15pm

VESSEL 2

- Stop 11 Bokampers: 10:00am / 1:30pm / 5:00pm / 8:30pm
- Stop 10 Benihana's: 10:15am / 1:15pm / 1:45pm / 4:45pm / 5:15pm / 8:15pm / 8:45pm
- Stop 9 Port Royale: 10:30am / 12:55pm / 2:00pm / 4:30pm / 5:30pm / 8:00pm / 9:00pm
- Stop 8 Indian Mound Park: 10:45am / 12:45pm / 2:15pm / 4:15pm / 5:45pm / 7:45pm / 9:15pm
- Stop 7 St Martin Episcopal Church: 10:55am / 12:35pm / 2:25pm / 4:05pm / 5:55pm / 7:35pm / 9:25pm
- Stop 6 Sands Harbor and Marina: 11:05am / 12:25pm / 2:35pm / 3:55pm / 6:05pm / 7:25pm / 9:35pm
- Stop 5 Riverside Park: 11:10am / 12:20pm / 2:40pm / 3:50pm / 6:10pm / 7:20pm / 9:40pm
- Stop 4 Officer Scott A. Winter Park: 11:20am / 12:10pm / 2:50pm / 3:40pm / 6:20pm / 7:10pm / 9:50pm
- Stop 3 Alsdorf Park: 11:25am / 12:05pm / 2:55pm / 3:35pm / 6:25pm / 7:05pm / 9:55pm
- Stop 2 NE 16th Street: 11:30am / 12:00pm / 3:00pm / 3:30pm / 6:30pm / 7:00pm / 10:00pm
- Stop 1 Hillsboro Park Inlet: 11:45am / 3:15pm / 6:45pm / 10:15pm

Daily Stop Time for Each Stop

Stop 1: Hillsboro Inlet Park; 10:00am, 11:45am, 1:30pm, 3:15pm, 5:00pm, 6:45pm, 8:30pm, 10:15pm

Stop 2: NE 16th Street; 10:15am, 11:30am, 12:00pm, 1:15pm, 1:45pm, 3:00pm, 3:30pm, 4:44pm, 5:15pm, 6:30 pm, 7:00pm, 8:15pm, 8:45pm, 10:00pm

Stop 3: Alsdorf Park; 10:20am, 11:25am, 12:05pm, 1:10pm, 1:50pm, 2:55pm, 3:35pm, 4:40pm, 5:20pm, 6:25pm, 7:05pm, 8:10pm, 8:50pm, 9:55pm

Stop 4: Officer Scott A Winter Park; 10:25am, 11:20am, 12:10pm, 1:05pm, 1:55pm, 2:50pm, 3:40pm, 4:35pm, 5:25pm, 6:20pm, 7:10pm, 8:05pm, 8:55pm, 9:50pm

Stop 5: Riverside Park; 10:35am, 11:10am, 12:20pm, 12:55pm, 2:05pm, 2:40pm, 3:50pm, 4:25pm, 5:35pm, 6:10pm, 7:20pm, 9:05pm, 9:40pm

Stop 6: Sands Harbor and Marina; 10:40am, 11:05am, 12:25pm, 12:50pm, 2:10pm, 2:35pm, 3:55pm, 4:20pm, 5:40pm, 6:05pm, 7:25pm, 7:50pm, 9:10pm, 9:35pm

Stop 7: St. Martin Episcopal Church; 10:50am, 10:55am, 12:35pm, 12:40pm, 2:20pm, 2:25pm, 4:05pm, 4:10pm, 5:50pm, 5:55pm, 7:35pm, 7:40pm, 9:20pm, 9:25pm

Stop 8: Indian Mound Park; 10:45am, 11:00am, 12:30pm, 12:45pm, 2:15pm, 4:00pm, 4:15pm, 5:45pm, 6:00pm, 7:30pm, 7:45pm, 9:15pm, 9:30pm

Stop 9: Port Royale; 10:30am, 11:15am, 12:15pm, 12:55pm, 2:00pm, 2:45pm, 3:45pm, 4:30pm, 5:30pm, 6:15pm, 7:15pm, 8:00pm, 9:00pm, 9:45pm

Stop 10: Benihana's; 10:15am, 11:30am, 12:00pm, 1:15pm, 1:45pm, 3:00pm, 4:45pm, 5:15pm, 6:30pm, 7:00pm, 8:15pm, 8:45pm, 10:00pm

Stop 11: Bokampers; 10:00am, 11:45am, 1:30pm, 3:15pm, 5:00pm, 6:45pm, 8:30pm, 10:15pm

Project Schedule

PBWT would like to implement a running water taxi service into the City of Pompano Beach immediately following city negotiations. Once a commitment for this service has been made, we would like to begin with any City-related permit requirements. We believe this will help expedite the implementation process. Already having two available vessels that will be dedicated to this service, we would anticipate implementation of the water taxi service almost immediately after city approval and paperwork. It should be known that there will need to be lead time allowed for the design and painting of the vessels (once the logo and design of the vessels are approved by the city). We are looking at two different options for this process. One option would be to paint the vessels. The other option would be to have the vessels wrapped in vinyl. While we do not anticipate any delays, and plan to implement service in accordance with the schedule shown on page XXX, unforeseen issues may arise that could delay the start of the service. Nonetheless, we are committed to work diligently and expeditiously to avoid any unnecessary delays as best as possible. PBWT would like to see a tentative service start date no later than July 2017.

Budget Proposal

PBWT anticipated costs to run the service to be \$526,244.00 per year. Based on these costs, an estimated 96 tickets per day will need to be sold for the water taxi service to break even. The daily ticket sales were based on an average ticket cost of \$15.00 dollars. A breakdown of the aforementioned costs is as follows:

Employees	\$278,999.00
Fixed Overhead Office Cost	\$210,660.00
<u>Marketing Communications</u>	<u>\$36,585.00</u>
Total	\$526,244.00

See **Table "I"** for Employee and Operating Costs as well as anticipated marketing expenses.

Ticket Sales (See Financial Analysis)

First year sales are based on approximately 30 paid customers a day at an average ticket sale per customer of \$15 dollars. This equates to \$450 dollars a day in ticket sales rendering a yearly revenue total of \$163,800. **Second Year** sales are estimated with a 25% increase in customer base (38 customers) at an average ticket sales per customer of \$15 dollars. This equates to \$570 dollars a day in ticket sales, with a yearly revenue total of \$207,480. **Third year** sales are projected to have a 30% increase in customers' use of the service against the base year one (40 customers) at an average ticket sales per customer of \$15 dollars. This equates to \$600 dollars a day in ticket sales, with yearly revenues of \$ 218,400. **Forth year** sales are projected to have a 50% increase in customer base compared to year one (45 customers) at an average ticket sale per customer of \$15 dollars. This would result in daily ticket sales of \$675 dollars and yearly revenues of \$245,700. Lastly, **Fifth Year** sales are projected to have a 65% increase in customer base compared to year one (50 customers). Using the same ticket rate per

customer of \$15 dollars would result in \$750 dollars a day in ticket sales, with a yearly total of \$ 273,000.

Special Promotions

We anticipate teaming with local hotels and timeshares to promote tickets pre-sale. We do not see this being fully implemented within the first two years. However, we plan to start the discussion with these corporations, so in year three this promotion (tickets pre-sale) can be in place. Our anticipated selling cost is estimated at \$20 dollars for a pair of tickets. With projected ticket sales to start at 200 pre-sold tickets a month with an estimated revenue of \$4,000 dollars a month and a yearly total of \$48,000. By year five, we anticipate sales' growth to reach 400 tickets a month with an estimated monthly revenue of \$8,000 dollars and a yearly total income of \$96,000 dollars.

Food/Drinks

Water will be offered at \$2.00 per bottle (first year of service). We estimate one bottle of water will be sold for every 10 people that board the vessel(s). Food/snacks may be added to the menu, we have no plans to adding any products at this time. Therefore, projected sales were not included in this proposal. In year 1, we project income of close to \$2,200.

Advertising

Estimates are based on a 1% participation for every 100 people that view ad specific information of our service. Each participant would make a \$15 dollar purchase based on exposure to signage, billboards, website, promotional ads, social media, etc. Assuming a daily audience of 5000 people a day the estimated revenues generated from advertising could be as much as \$750 dollars a day with an anticipated yearly total of \$273,000. This calculation may change from year to year but the numbers are realistic and we feel comfortable to carry such average revenue through our five-year projection (See Revenue and Expenses Projections - Table II for details).

Customer Payment Methods

Customers will have a number of options to purchase water taxi tickets. The easiest and most efficient way would be to buy them directly on board the vessels. Each boat will be equipped with an iPad and credit card swiping services. Boat operators will carry water taxi paper tickets. Crew members will be trained on ticketing procedures and money management. A customer will be able to walk onto any boat at any stop, and a crew member will be able to sell tickets directly. Acceptable payments methods on boats include cash and credit cards. The water taxi ticket will serve as receipt of payment. If desired, customers may receive a paper receipt as well.

Customers will have the option to purchase tickets from the water taxi office located at 125 N Riverside Dr., Pompano Beach, FL 33062. A cellular phone application will be added to the service and will be capable of accepting payment for tickets as well. This service will allow a customer to purchase ticket directly from their cellular phone.

Together with City of Pompano Beach Staff we plan to evaluate the merits of implementing ticket kiosks at designated water taxi stops throughout the water taxi route. These kiosks will be unmanned and computerized, giving customers the option to buy tickets directly from the kiosk using cash or credit cards. Ticket kiosks would need to be custom tailored to fit the service. The initial base fee per kiosk starts around \$1,000 dollars with additional fees for maintenance, software upgrades, etc. It is our understanding the kiosk provider may mandate a certain percentage of each ticket sale. To operate these kiosk will require cross training staff on light maintenance, replenishing tickets to the units, and dedicating at least 2 staff members each night to collect cash from each machine. This option will entertained at a later date. In addition, Groupon and other similar promotional discount options have been evaluated for merits. We do not believe these options are suitable to promote and distribute discount tickets. Companies like Groupon require selling tickets at heavily discounted rates (up to 50%, or even more). This would result in lower-than-desirable ticket prices (less than \$15.00). The City may choose to run a special promotion (with Groupon or similar) and PBWT will be happy to honor it.

Subsidies

PBWT is ready to implement this service to the City of Pompano Beach and neighboring cities. We also believe that working directly with the City of Pompano Beach shows our strong commitment to the success and growth of the water taxi service. We believe the City of Pompano Beach recognizes this water taxi service would need support to establish the service and to help it succeed. We believe we have put together a proposal that shows merit and financial sustainability. This service being new to the residents and visitors of Pompano Beach will need time to become an established, branded and successful venture. Although implementing this service during the summer season may not be suitable to collect pertinent ridership data, the ability to start ahead of planned redevelopment near the beach will assist us to determine sustainability and price points for this service.

We respectfully ask the City of Pompano Beach to review the following details for merit and consideration of a subsidy as it relates to this service and the interest of the City of Pompano Beach. These items are broken down into item, monthly fees, and yearly costs. We are looking at this as the city will eventually be building public docking facilities that the city would like this service to utilize. There are also City-owned parks we would like to utilize that need modification for accessibility. PBWT would like to work with the city to purchase "equipment," more specifically loading ramps that will comply with ADA regulations and standards, push rails, and gates. With regards to docking and storing our vessels, we wish to request the City of Pompano Beach to provide a docking station on City-owned dockage space. In addition, we would like exclusive rights to stop at all City-owned and designated water taxi docks. This means that no other water taxi service, charter service and/or commercial maritime business could utilize these facilities without a written consent from PBWT. This would limit our firm's liability. We respectfully request our contract to include a clause that would allow the owner(s) of PBWT to sell or negotiate the transfer and sale of interests in any and all contracts with the City, with the City's consent, if and only if the business were to be sold or bought out. We respectfully request a subsidized monthly draw from the City for the first year of the contract in the sum of

\$11,866.96 including a \$199.96 monthly stipend for a mobile application by TSO Mobile (see Exhibit “E”). After the first year, the monthly subsidy is reduced as follows: Year 2, \$8,226.92; Year 3, \$7,316.92; Year 4, \$5,041.92; and, Year 5, \$2,766.92. Subsidies after Year 5 will be discontinued. We have estimated the business needs to sell 96 tickets a day to break even at the end of the first year and the following 4 years. In order for the business to be sustainable, revenues of \$1500 a day for 364 days of the year will need to be realized. Mortgages on each of our proposed vessels will be \$1500 per month for 5 years. The combined mortgage will be \$3,000 per month for 5 years. The business has to generate at minimum \$526,244 a year to break even every year. With requested subsidies, this number drops to \$383,840. As a result, daily sales of 70 tickets would be necessary to maintain sustainability and reach a break-even point. That said, anticipated revenue has not been our main focus. Our main focus is trying to find ways to maximize daily ticket sales. We hope that we can secure pre-ticket sales with different hotels in the area but most businesses are on a “wait-and-see attitude.” They want to see this service implemented and doing well before making investments with the company such as promotional pre-ticket sales. As for food and drinks, we will evaluate merits of this service and may propose implementation to the City at a later date. Our subsidy request is based on the following expenses:

Fuel:	
Monthly Cost	Annual Total
\$ 8,600	\$103,200
Docking:	
Monthly Cost	Annual Total
\$ 3,000	\$ 36,000
Total Subsidy Amount:	
Monthly	Annual Total
\$ 11,667	\$ 140,000

Figures are based on a 364-day a year service plan. Figures are also based on a subsidy amount of \$142,403.52 per year (decreasing every year thereafter as shown on Table II, below) with a \$199.96 monthly stipend for a mobile application.

Revenue and Expenses Projections - Table II					
	Year 1	Year 2	Year 3	Year 4	Year 5
Water Taxi Annual Expenses	\$526,244	\$526,244	\$526,244	\$526,244	\$526,244

Itemized Revenues	Year 1	Year 2	Year 3	Year 4	Year 5
Ticket Sales	\$163,800	\$207,480	\$218,400	\$245,700	\$273,000
Water Bottles	\$2,184	\$2,912	\$2,912	\$3,500	\$3,640
City Subsidy	\$142,403	\$98,723	\$87,803	\$60,503	\$33,203
Special Promotions	\$0	\$0	\$48,000	\$48,000	\$96,000
Subtotal	\$308,387	\$309,115	\$357,115	\$357,703	\$405,843

	Year 1	Year 2	Year 3	Year 4	Year 5
Shortage	\$217,857	\$217,129	\$169,129	\$168,541	\$120,401
Estimated Profit	\$55,143	\$55,871	\$103,871	\$104,459	\$152,599
Subtotal	\$273,000	\$273,000	\$273,000	\$273,000	\$273,000

Other Sources of Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Advertising	\$273,000	\$273,000	\$273,000	\$273,000	\$273,000

Losses/Gains	\$0	\$0	\$0	\$0	\$0
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Note: Year 5 requested subsidy is the last subsidy required.

Notwithstanding the above described expenses and allocations, PBWT reserves the right to use requested subsidy to offset any and all expenses.

Equipment Needs – Water Taxi Stations Modifications

The City will need to modify access to some proposed stations. Modifications are not considered significant (i.e., removal of existing fences, cutting open access gates,

mountable ADA ramps, etc.). Costs for these items have not been estimated. The following is a list of desired repairs/modifications by station.

Stop Location - Hillsboro Inlet

8'-long of 2"x6" wood reinforcement on existing dock (in between pilings to protect dock Aluminum gate and/or access gate; commercial duty rubber D-Rail (to prevent concrete wear)

Stop Location - NE16th Street

Aluminum gate and/or access gate; commercial duty rubber D-rail (to prevent concrete wear)

Stop Location - Alsdorf Park

8'-long of 2"x6" wood reinforcement on existing dock (in between pilings to protect dock and boat)

Stop Location - Officer Scott A. Winter Park

Aluminum gate and/or access gate; commercial duty rubber D-rail (to prevent concrete wear)

Stop Location - Riverside Park

Aluminum gate and/or access gate; commercial duty rubber D-rail (to prevent concrete wear)

Stop Location - Indian Mound Park

Aluminum gate and/or access gate; commercial duty rubber D-rail (to prevent concrete wear)

Signage should also be installed at each stop identifying the service and stop number. The City ought to consider installing lights at each station, if possible. Nonetheless, each vessel will be equipped with take-down lights to illuminate each dock at night. We wish to request that each City-owned dock have commercial grade cleats placed into each docking station/dock. Also, the City should own and have available (on demand) a small floating utility dock, usually 5'x6' or 6'x4' (made of heavy duty foam), typically used for repairs. Pompano Beach Water Taxi, Inc., should have access to this small floating dock as needed with proper notice, perhaps due to damage

to seawalls, etc. One (1) aluminum gangway for wheelchair accessibility should be supplied at each station, if necessary. We will provide plastic steps for boarding and discharge. We also plan to have adequate equipment to assist handicapped individuals to board the boat and to assist getting off.

Additional Information

The residential population in the City of Pompano Beach is 107,762 with annual tourists reaching 416,000. There are 69 Apartment complexes in Pompano Beach with approximately 10,000 units, combined. 100 travel agencies with 5 large national travel agencies are servicing the City. There are also 250 real estate agents in the City of Pompano Beach. These agents can help spread the word and use the service as a selling point.

Sample Pompano Beach Water Taxi Brochure

**Pompano Beach
Water Taxi Ticket
pricing :**



**Water Taxi of
Pompano Beach
555-555-5555**

**Pompano Beach Water Taxi
Stops and Attraction**

<p>Stop 1. Hillsboro Inlet Park</p> <p>Stop 3. <i>Alsdorf</i> Park (Whistle Stop) ~ Parking</p> <p>Stop 5. Riverside Park ~City Parking Garage ~Beach Stop ~Shops and Restaurants ~Fishing Pier</p> <p>Stop 7. St. Martin Episcopal Church ~Parking</p> <p>Stop 9. Port Royale ~Condominiums</p> <p>Stop 11. Bokampers ~Bokampers Bar and grill ~Shops and Restaurants</p>	<p>Stop 2. NE 16th Street</p> <p>Stop 4. Officer Scott A. Winters Memorial Park ~Marriott</p> <p>Stop 6. Sands Harbor Resort and Marina ~Sands Harbor Resort ~South Florida Diving Headquarter ~Shops and Restaurants</p> <p>Stop 8. Wyndham Santa Barbra ~Wyndham Resort ~Serenity Yacht Cruises</p> <p>Stop 10. Benihana ~Benihana Restaurant</p>
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Appendix

Org Chart

Resumes

Licenses - Certificates

Letters of Intent

Exhibits

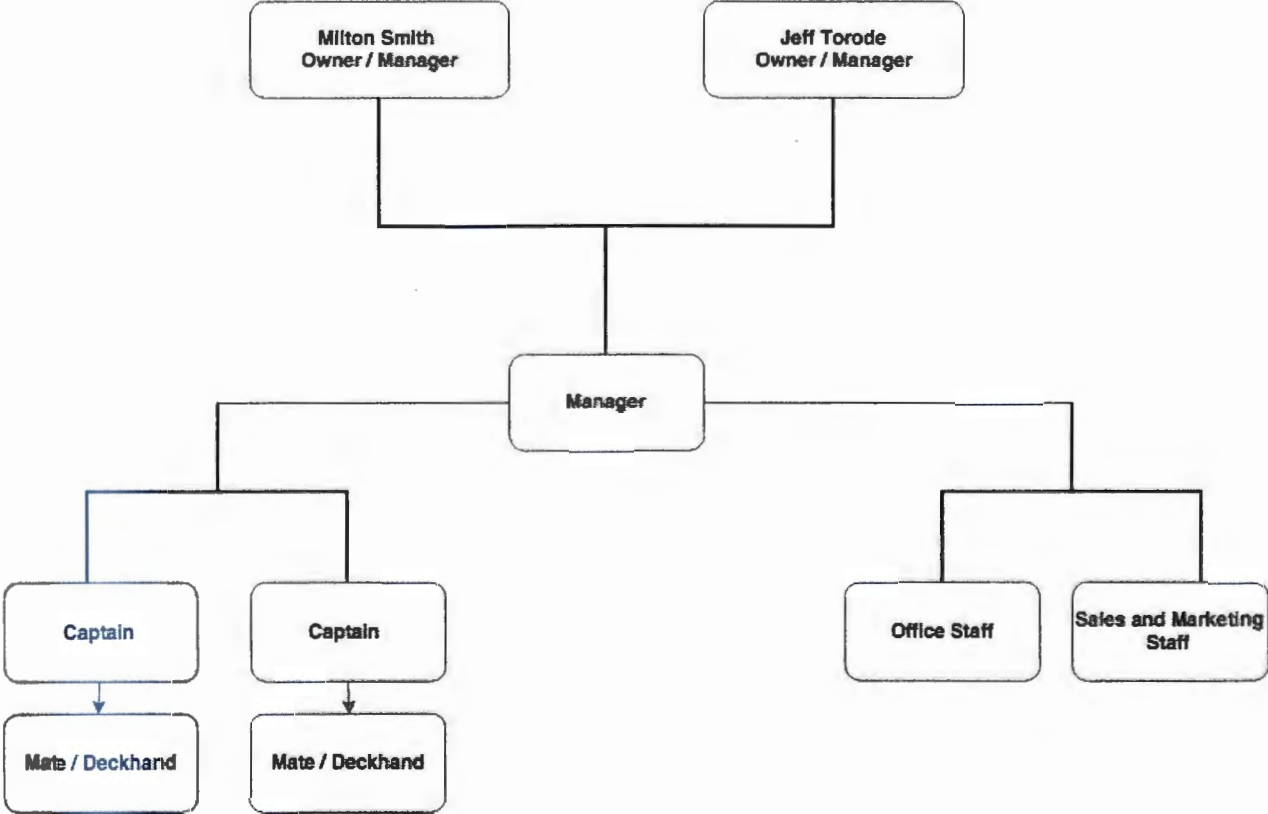
Table I

Financial Analysis

Request for Proposals (RFP) L-17-17

**City of Pompano Beach
Request For Proposal
L-17-17
Intracoastal Waterway
Water Taxi Service In Pompano Beach
(rebid)**

ORGANIZATIONAL CHART



Resumes of Key Personnel

Jeff Torode...Vice President and CEO

Jeff Torode Vice President and CEO of MGSIII Maritime LLC. I have extensive background in boating and marine related activities, ranging from working for the cruise ship industry to owning and operating various charter boat services.

Managerial Experience

My water related careers began working as a Divemaster for the dive course director at Florida Junior college in Jacksonville Florida. After leaving college I managed 2 different dive centers in Jacksonville, Underwater Designers (second largest PADI training facility in the US) and American Dive Center (IDEA headquarters and training facility). I also managed 2 different centers in South Florida, Boca Sea Adventures and Force-E Boca Raton. Managing these operations gave me a great foundation for business.

Cruise Industry Experience

Shallow Water Development contracted with NCL to create a snorkeling program for all their ships and their out island (Great Stirrups Key). I was hired as a staff member in charge of working on the ships and the out island registering and guiding guests on snorkel experiences throughout the Caribbean. We rotated from the ships to the out island. Part of our duties on the island was to ferry guests to and from the ship. I was also tasked with running their sailing program. The cruise ship experience taught me a great deal about customer service, safety and dealing with large numbers of passengers.

Commercial Diving Experience

I have held a commercial fishing license and ran my own commercial dive boat harvesting fish and lobster from South Florida to the Western Bahamas. I also owned and operated a commercial tropical fish operation in Marathon Key, capturing ornamental fish for the aquarium trade.

Charter Boat Experience

I currently own and operate 2 charter boat services in Pompano Beach.

South Florida Diving Headquarters Inc. established in 1996 offering diving, snorkeling, glassbottom experiences. We are also a PADI 5 Star training facility and a Guy Harvey Outfitter. We have two 49 passenger power catamarans and an 11 passenger mono hull vessel servicing on average 8,000 guests a year from around the world and the US. We hold a Certificate of Excellence from Trip Advisor. We work closely with the Greater FTL Convention and Visitor's Bureau, Pompano Beach Tourism Director, LTBS Public Relations and Visit Florida promoting tourism in South Florida.

Serenity Yacht Charters Inc. established in 2009 offering dinner cruises, private charters and weddings aboard our 72 ft. Yacht Serenity III. We have a 5 year contract with Wyndham Resorts providing cruises for their guests.

Water Taxi Experience

Using our 49 passenger power catamarans we provide water taxi service for the Ft. Lauderdale Boat Show, Tortuga Fest, Miami Boat Show and Miami River Day transporting thousands of passengers during these events. In addition we operate as the shuttle service for the Hillsboro Lighthouse tours monthly.

Civic Experience

- Vice Chairman for the Southeast Coral Reef Initiative (SEFCRI)
- Member of the Coastal Ocean Forum
- Pompano Beach Chamber of Commerce Member
- Ship Wreck Park Pompano Beach (Lady Luck)
- Make A Wish Foundation
- Wounded Warriors Program

Summary

I am licensed USCG Captain with over 20 years of experience running passenger vessels. I currently own 2 successful charter businesses in Pompano Beach with great customer satisfaction ratings. I am sure there will be spill over from my other 2 charter businesses to Pompano Beach Water Taxi. I am very familiar with all the waterways in our area and have working relationships with many of the water front properties and major hotels in the area. I am also very familiar with all regulations pertaining to operating USCG Certified passenger vessels and maintaining them above inspection standards.

I am a 16 year Pompano Beach resident, my businesses are in Pompano Beach and nearly all the vendors I use for the businesses are in Pompano Beach. I travel to trade shows across the US promoting Pompano as a Dive and Vacation destination. I would welcome the opportunity to create another successful service for the residents and visitors of Pompano Beach.

Milton Gilbert Smith III...President and CEO

Milton Gilbert Smith 3rd
West Palm Beach, Florida 33463
(954) 901-1833
Smithmilton511@gmail.com

EDUCATION

Mt. St. Joseph High School	Baltimore, Maryland	June 1996
Carroll Community College	Westminster, Maryland	May 1996
Baltimore City Community College	Baltimore, Maryland	June 2000
Criminal Justice/Art	Total Credits Earned: 52.00 (Semester Hours)	
Annapolis School of Seaman ship	Annapolis, Maryland	May 2014

Professional Maritime Training

Fort Lauderdale, Florida Aug 2016
Total Hours Earned: 92.00 (Hours)

PROFESSIONAL EXPERIENCE

MGSIII Maritime LLC

President / CEO

West Palm Beach, Florida

Gator Dredging

Maritime Captain

Clearwater, Florida

Ft. Lauderdale Water Taxi

Maritime Captain (07/14-10/16)

Ft. Lauderdale, Florida

PepsiCo Inc., 3101 Viona Ave

Route Sales Representative (05/13-04/14)

Baltimore, Maryland

Baltimore Police Department, 601 East Fayette Street

Asset Forfeiture (05/11-04/13)

Baltimore, Maryland

Baltimore Police Department, 601 East Fayette Street

Central Records (05/09-05/10)

Baltimore, Maryland

Baltimore Police Department, 601 East Fayette Street

Violent Repeat Offenders Task Force (02/08-05/09)

Baltimore, Maryland

HIDTA, Washington-Baltimore Field Office

DEA Task Force, Group 54 (02/05-02/08)

Columbia, Maryland

Baltimore Police Department, 601 East Fayette Street

Undercover Narcotics, Organized Crime Division Narcotics Section (05/03-02/05)

Baltimore, Maryland

Millennium Security Company

Uniformed Security (05/03-2005)

Baltimore, Maryland

Baltimore Police Department, 500 East Baltimore Street

Police Officer, Uniformed Patrol (02/02-05/03)

Baltimore, Maryland

Baltimore Police Department, 500 East Baltimore Street

Police Officer, Special Operations Unit (06/01-02/02)

Baltimore, Maryland

Baltimore Police Department, 500 East Baltimore Street

Police Officer, Uniform Patrol (02/01-06/01)

Baltimore, Maryland

Baltimore Police Department, 500 East Baltimore Street

Police Officer Trainee, Field Training (11/00-01/01)

Baltimore, Maryland

Baltimore Police Department, 210 Guilford Ave

Police Officer Trainee, Baltimore City Police Academy (06/00-11/00)

Baltimore, Maryland

EDUCATION, TRAINING:

Maritime Professional Training, 200 Ton Master Captain Certification

-Fort Lauderdale, Florida, Certification

Maritime Professional Training, Advanced Fire Fighting, Bridge Resource Management, Personal responsibility, Bridge Resource Management, Unlimited Radar, Cold Water Survival, Lifeboatman

-Fort Lauderdale, Florida, Certification

Annapolis School of Seamanship, 100 Ton Master Captain's Certification

-Annapolis, Maryland, Certification

Annapolis School of Seamanship, Assistance Towing Endorsement

-Annapolis, Maryland, Certification

Drug Enforcement Administration, Task Force Officer

-Baltimore/Washington Division, Certification

Drug Enforcement Administration, Analyze and Dismantle Clandestine Labs

-Quantico, Virginia, Certification

Special Operations Division/Drug Enforcement Administration/United States Department of Justice, Basic

Telecommunications Exploitation Program

- Baltimore, Maryland, Certification
- Multi-Jurisdictional Counter Training Academy, Drug Interdiction
- St.Croix, Virgin Islands, Certification
- Multi-Jurisdictional Counter Training Academy, Pharmaceutical Drug Interdiction
- Baltimore, Maryland, Certification
- Multi-Jurisdictional Counter Training Academy, Current Drug Training
- Baltimore, Maryland, Certification
- Multi-Jurisdictional Counter Training Academy, Legal Aspects-Highway Drug Investigations
- Baltimore, Maryland, Certification
- Multi-Jurisdictional Counter Training Academy, Undercover Drug Purchasing
- Baltimore, Maryland, Certification
- Multi-Jurisdictional Counter Training Academy, Financial Investigation Techniques
- Baltimore, Maryland, Certification
- Multi-Jurisdictional Counter Training Academy, RICO/CCE Investigational Course
- Baltimore, Maryland, Certification
- Mogloclen Regional Gang Conference, Gang Enforcement Training and Recognition Course
- Baltimore, Maryland, Certification
- Drug Enforcement Administration, Tactical Entry and Bunker Training
- Baltimore, Maryland
- New York City, Drug Enforcement Section, Undercover Drug School
- Baltimore, Maryland
- Baltimore City ,QRT (Quick Response Team), Tactical Entry and Bunker Training
- Baltimore, Maryland
- Baltimore City, QRT (Quick Response Team), Tactical Entry to Recover Undercover Officers and Informants
- Baltimore, Maryland
- Baltimore City, Violent Crimes Task Force, Firearms Recognition and Enforcement Training
- Baltimore, Maryland
- Baltimore City, Criminal Intelligence Section, Gang Enforcement Training
- Baltimore, Maryland
- Drug Testing Certification, NARCO
- Baltimore, Maryland, Certification
- Baltimore Police Department, Hicks Arrest and Control Program, Advanced Course
- Baltimore, Maryland, Certification
- Baltimore Police Department, Less Lethal Course
- Baltimore, Maryland, Certification
- First Responder Certification
- Baltimore, Maryland, Certification
- Maryland Police Training Commission Certification
- Baltimore, Maryland, Certification

AWARDS COMMENDATIONS AND RECOGNITION:

- 1 March 2001: Special Service Commendation
- 1 May 2001: Special Service Commendation
- 6 May 2002: Letter of Recognition, Record Industry Associates of America, Seizure of Counterfeit DVD's and CD's
- 16 December 2002: Unit Citation
- 9 January 2003: Letter of Recognition, ATF (Alcohol, Tobacco and Firearms)
- 17 March 2004: Unit Citation
- 15 April 2004: Unit Citation
- 29 April 2004: Unit Citation
- 19 June 2004: Letter of Recognition, Organized Crime Division Narcotics Section
- 15 December 2004: Unit Citation
- 5 September 2006: Unit Citation
- 2008: Drug Enforcement Administration Certification of Appreciation, for outstanding contribution in the field of drug law enforcement

LICENSES/ENDORSEMENT:

Maryland Drivers License

-Non-Commercial

-Motorcycle

100 Ton Master Captain,

200 Ton Master Captain

-Certification

Assistance Towing Endorsement , Advanced Fire Fighting, Unlimited Radar, Cold Water Survival, Bridge Resource Management, Personal Responsibility, CPR, AED, First Aid,

-Certification

USCG Medical Card

-Certification

TWIC Card

TSA Pre Check Card

Jeffrey Hamilton
Pompano Beach, Florida 33060
Cell: (954)-907-9989
Email: captain.jeff@aol.com

Qualifications

- USCG Master License, 100 ton near coastal
- Commercial Assistance Towing Endorsement
- STCW Certification
- FCC Marine Radio Operator Permit
- TWIC card
- First Aid & CPR
- PADI Open Water certification

- Valid passport



Mike Wolfe

Contact #: (954)-263-6376
Email: mwolfe954@yahoo.com
DOB: 01-19-1991
Nationality: USA

Location: Fort Lauderdale, FL
Passport Exp: June 2022
Health: Excellent, Non-Smoker, no tattoos
Driver's License #: W410-544-91-019-0

OBJECTIVE

Currently seeking day work, seasonal, or a permanent position as an entry-level deckhand on a charter or private motor yacht. I'm a highly motivated, humble, and hardworking individual with a strong team player mentality.

RELEVANT SKILLS & QUALIFICATIONS

- 100 Ton Master (all in process with the uscg)
- Able Body Seaman
- STCW
- Proficiency in Survival Craft and Rescue Boats

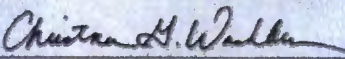


UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME DEALE WATER TAXI		OFFICIAL NUMBER 969419	IMO OR OTHER NUMBER SGU015891091	YEAR COMPLETED 1990	
HAILING PORT DEALE MD		HULL MATERIAL ALUMINUM		MECHANICAL PROPULSION YES	
GROSS TONNAGE	NET TONNAGE	LENGTH	BREADTH	DEPTH	
12GRT	10NRT	34.0	14.0	4.0	
PLACE BUILT LA CROSSE WI					
OWNERS CHESAPEAKE NAUTICAL CRUISES LLC COMPRISED OF ONE MEMBER			OPERATIONAL ENDORSEMENTS COASTWISE		
MANAGING OWNER CHESAPEAKE NAUTICAL CRUISES LLC 391 SPRING COVE ROAD RIVA MD 21140					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS NONE					
ISSUE DATE MARCH 24, 2016		 ACTING DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES MARCH 31, 2017					



This certificate is not valid for operation of the vessel until the vessel is marked with the name, official number, and hailing port as shown on the certificate. The original certificate must be kept aboard the vessel at all times when in operation and must be presented upon the demand of federal, state or local officials for law enforcement purposes. Vessels with only a recreational endorsement may not engage in commercial trade.

Documented vessels may be registered by states for tax and other purposes and may be required to display a state decal. This certificate is valid for one year. Renewal is the responsibility of the owner. This certificate must be surrendered to the National Vessel Documentation Center (NVDC), 792 T J Jackson Drive, Falling Waters, West Virginia 25419, upon a change in ownership, change in state of incorporation, or a change in any other element shown on the certificate other than change of address. This certificate is invalid for any vessel other than one documented solely for recreation when the vessel is placed under the command of a person who is not a citizen of the U.S. The vessel and its equipment are liable to seizure and forfeiture to the U.S. government and the owner is liable for a civil penalty of not more than \$10,000.00 per violation. Each day of a continuing violation is a separate violation.

Any change in address of the managing owner must be reported promptly to the NVDC. You may contact us at (304) 271-2400.

Note: The certificate on the face of this document is not conclusive evidence of title in any proceeding where ownership is in issue. Complete records are on file at the NVDC. The sale or transfer section below is provided for convenience only.

SALE OR TRANSFER OF VESSEL

100% OF THE VESSEL IDENTIFIED HEREIN IS SOLD (TRANSFERRED) BY THE OWNER(S) NAMED ON THE FACE OF THIS CERTIFICATE TO THE FOLLOWING PERSON(S). ADDRESS MUST BE INCLUDED.

IF SOLD (TRANSFERRED) TO MORE THAN ONE PERSON, THE PURCHASER(S)/TRANSFEREE(S) ARE TENANTS IN COMMON, EACH OWNING AN EQUAL UNDIVIDED INTEREST, UNLESS OTHERWISE INDICATED HEREIN: CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

- JOINT TENANCY WITH RIGHT OF SURVIVORSHIP
- TENANCY BY THE ENTIRETIES
- COMMUNITY PROPERTY
- OTHER

SIGNATURE OF SELLER(S)/TRANSFEROR(S) OR PERSONS SIGNING ON BEHALF OF SELLER(S)/TRANSFEROR(S):

Stephen Funk

DATE SIGNED: 5/2/17

NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G. OWNER, AGENT, TRUSTEE, EXECUTOR)

Stephen Funk

ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OR A STATE OR THE UNITED STATES TO TAKE OATHS.)

ON 5/2/2017 (DATE)

THE PERSON(S) NAMED Stephen Funk
Alexandra C. Burk
Notary Public

STATE: Maryland

COUNTY: Anne Arundel

ABOVE ACKNOWLEDGED EXECUTION OF THE INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSES HEREIN
Anne Arundel County, MD
My Commission Expires 8/28/2018

ABC

NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/28/2018

PRIVACY ACT STATEMENT

IN ACCORDANCE WITH 5 USC 552(A), THE FOLLOWING INFORMATION IS PROVIDED TO YOU WHEN SUPPLYING PERSONAL INFORMATION TO THE U.S. COAST GUARD:

1. **AUTHORITY.** SOLICITATION OF THIS INFORMATION IS AUTHORIZED BY 46 USC CHAPTER 313 AND 46 CFR, PART 67.
2. **THE PRINCIPAL PURPOSES FOR WHICH THIS INSTRUMENT IS TO BE USED ARE:**
 - (A) TO PROVIDE A RECORD, AVAILABLE FOR PUBLIC INSPECTION AND COPYING, OF THE SALE OR OTHER CHANGE IN OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 USC, CHAPTER 121.
 - (B) RETENTION FOR EXAMINATION BY GOVERNMENTAL AUTHORITIES AND MEMBERS OF THE GENERAL PUBLIC.
3. **THE ROUTINE USE WHICH MAY BE MADE OF THIS INFORMATION INCLUDES DEVELOPMENT OF STATISTICAL DATA CONCERNING DOCUMENTED VESSELS.**
4. **DISCLOSURE OF THE INFORMATION REQUESTED ON THIS FORM IS VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE INFORMATION COULD PRECLUDE FILING OF A BILL OF SALE AND DOCUMENTATION OF THE VESSEL NAMED HEREIN PURSUANT TO 46 USC CHAPTER 121. MOREOVER, BILLS OF SALE WHICH ARE NOT FILED ARE NOT DEEMED TO BE VALID AGAINST ANY PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE. (46 USC 31321 (A)).**

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES FOR COMPLETING AND 5 MINUTES FOR FILING. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR ANY SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419 OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027), WASHINGTON, DC 20503.

AP 483972122419



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

Certification Date: 14 Sep 2016
Expiration Date: 14 Sep 2021

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
DEALE WATER TAXI	969419		WDH3483	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
DEALE, MD	Aluminum	210	Diesel Reduction
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
LA CROSSE, Wisconsin	16Oct1990	24Sep1990	R-12	R-10		R-34 0
UNITED STATES						

Owner	Operator
CHESAPEAKE NAUTICAL CRUISES LLC 391 SPRING COVE ROAD RIVA, MD 21140 UNITED STATES	CHESAPEAKE NAUTICAL CRUISES LLC 391 SPRING COVE ROAD RIVA, MD 21140 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 Qual. Member Eng. Depts
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	0 Oilers
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	0 Crew Members
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 Non Licensed Engineer Dept	

In addition, this vessel may carry 40 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 42

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---
 CHESAPEAKE BAY AND ITS TRIBUTARIES, NORTH OF SMITH POINT, VA. NOT MORE THAN ONE MILE FROM LAND.
 WHEN THE FOLLOWING NUMBER OF PASSENGERS ARE ON BOARD, THE NUMBER OF DECKHANDS REQUIRED ARE:
 00-24 PASSENGERS: 0 DECKHANDS
 25-40 PASSENGERS: 1 DECKHAND
 SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Deale Maryland UNITED STATES, the Officer in Charge, Marine Inspection, Baltimore, MD 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: <i>C. J. Bright</i> C. J. Bright CDR, USCG. By direction Officer in Charge, Marine Inspection Baltimore, MD Inspection Zone
Date	Zone	A/P/R	Signature	



Certificate of Inspection

Vessel Name: DEALE WATER TAXI

THE MINIMUM NUMBER OF CHILD-SIZE LIFE PRESERVERS REQUIRED IS FIVE. IF MORE THAN FIVE CHILDREN (OR PERSONS WEIGHING 90 POUNDS OR LESS) ARE CARRIED, ADDITIONAL CHILD-SIZE LIFE PRESERVERS SHALL BE CARRIED SO THAT THE VESSEL HAS AN APPROVED LIFE PRESERVER SUITABLE FOR EACH CHILD ONBOARD.

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 ANY 24 HOUR PERIOD, AN ALTERNATE CREW SHALL BE PROVIDED.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	30Apr2020	11Apr2017	07Apr2014
Internal Structure	30Apr2020	11Apr2017	07Apr2014

---Stability---

Type	Issued Date	Office
Book	None Valid	
Letter	06 May 1994	Sector Charleston

---Lifesaving Equipment---

Total Equipment for 42 Persons

Primary Lifesaving Equipment	Quantity	Capacity		Required
Lifeboats (Total)	0	0	Life Preservers (Adult)	42
Lifeboats (Port)	0	0	Life Preservers (Child)	5
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 Fireman Outfits - 0

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	A-II
1	B-I
1	B-II

---Certificate Amendments---

Unit Amending	Amendment Date	Amendment Remark
Sector Maryland-National Capital Region	12Apr2017	COMPLETED DRYDOCK EXAM AND ISE
Sector Maryland-National Capital Region	14Apr2017	Updated dry-dock interval to 3 three years.

END

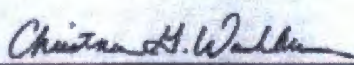


UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME ISLAND GIRL		OFFICIAL NUMBER 1122754	IMO OR OTHER NUMBER 40UB8311	YEAR COMPLETED UNKNOWN	
HAILING PORT PALM BEACH FL		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES	
GROSS TONNAGE 19GRT	NET TONNAGE 15NRT	LENGTH 40.0	BREADTH 12.0	DEPTH 6.0	
PLACE BUILT ANAHEIM CA					
OWNERS WATER TOURS INC			OPERATIONAL ENDORSEMENTS COASTWISE RECREATION		
MANAGING OWNER WATER TOURS INC 302 W WHITNEY DRIVE JUPITER FL 33458-4280					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS None					
ISSUE DATE SEPTEMBER 22, 2016		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES OCTOBER 31, 2017					





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

Certification Date: 24 May 2002
Expiration Date: 24 May 2007
IMO Number:

Certificate of Inspection

Vessel Name: ISLAND GIRL Official Number: 1122754 Call Sign: Service: Passenger (Inspected)

Home Port: OCEAN CITY MD Hull Material: FRP (Fiberglass) Horsepower: 250 Propulsion: Diesel Reduction

Place Built: ANAHEIM, CA Delivery Date: 01Mar1985 Date Keel Laid: 01Jan1985 Gross Tons: R-19 Net Tons: R-15 DWT: Length: R-40

UNITED STATES

Owner: GRAHAM HUNTER BOSTIC
12325 SOUTHAMPTON DRIVE
BISHOPVILLE, MD 21813
UNITED STATES

Operator: GRAHAM HUNTER BOSTIC
12325 SOUTHAMPTON DRIVE
BISHOPVILLE, MD 21813
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.

- | | | | | |
|---|---|--|---|--|
| <input type="checkbox"/> 1 Master | <input type="checkbox"/> 0 Master & 1st Class pilot | <input type="checkbox"/> 0 Radio Officer(s) | <input type="checkbox"/> 0 Chief Engineer | <input type="checkbox"/> 0 QMED/Rating |
| <input type="checkbox"/> 0 Chief Mate | <input type="checkbox"/> 0 Mate & 1st Class Pilot | <input type="checkbox"/> 0 Able Seaman/ROANW | <input type="checkbox"/> 0 1st Asst. Engr/2nd Engr. | <input type="checkbox"/> 0 Others |
| <input type="checkbox"/> 0 2nd Mate/OICNW | <input type="checkbox"/> 0 Lic. Mate/OICNW | <input type="checkbox"/> 0 Ordinary Seamen | <input type="checkbox"/> 0 2nd Asst. Engr/3rd Engr. | |
| <input type="checkbox"/> 0 3rd Mate/OICNW | <input type="checkbox"/> 0 1st Class Pilot | <input type="checkbox"/> 1 Deckhands | <input type="checkbox"/> 0 3rd Asst. Engr. | |
| | | | <input type="checkbox"/> 0 Lic. Engr. | |

In addition, this vessel may carry 44 passengers, 0 other persons in crew, 0 persons in addition to crew, and no others. Total persons allowed: 46

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds plus Limited Coastwise---

Between Fenwick Island, Delaware and Virginia/North Carolina Border, not more than 20 miles from a harbor of safe refuge.

During cold water months (1Nov-31May) total number of persons allowed is limited to 23.

--Lakes, Bays, and Sounds--

When operating on a Lakes, Bays, and Sounds route, the vessel may carry 47 passengers and two crewmembers for a total of 49 persons allowed on board.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at LAKESIDE, OH, the Officer in Charge, Marine Inspection, MSU Toledo certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections			
Date	Zone	A/P/Q	Signature
20May2003	MSU Toledo	A	TUFTS, BERNARD
02Aug2004	SEC HamptnRds	A	Luna, Troy T.
22Aug2005	SEC HamptnRds	A	Jesionowski, E
-	-	-	-

This Amended certificate issued by
Patrick B. Trapp
PATRICK B. TRAPP, CAPTAIN, USCG
Officer in Charge, Marine Inspection
Sector Hampton Roads
Inspection Zone



Certificate of Inspection

ISLAND GIRL

Page 2 of 3

Certification Date:
24May2002

During cold water months (1Nov-31May) total number of persons allowed is limited to 46.

When the vessel is away from a shoreside dock, or has passengers on board, or both, for more than 12-hours in any 24-hour period, an alternate crew shall be provided.

A child-size life preserver shall be provided for each person on board smaller than the lower size limit of the adult life preservers. A minimum of five child-size life preservers shall be carried at all times.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	31May2008	27Jun2006	02May2002

---Stability---

Letter Approval Date / 24May2002 Office/ MSO Toledo

---Lifesaving Equipment---

	Number	Persons		Required
Total Equipment for	46		Life Preservers(Adult)	46
Lifeboats(Total)	0	0	Life Preservers(Child)	5
Lifeboats(Port)*	0	0	Ring Buoys(Total)	1
Lifeboats(Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	0
Rescue Boats/Platforms	0	0	Immersion Suits	0
Inflatable Rafts	0	0	Portable Lifeboat Radios	0
Life Floats/Buoyant App	2	23	Equipped with EPIRB?	Yes
			(* included in totals)	

---Fire Fighting Equipment---

Fixed Extinguishing Systems

Capacity	Agent	Space Protected
15	Carbon Dioxide	Engine room

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
1	B-I
2	B-II

---Certificate Amendments---

Current Amendment

Port Amending/ Sector Hampton Roads

Date Amended/ 27Jun2006

Remarks-

Completed Credit Drydock.



Certificate of Inspection

Page 3 of 3

Certification Date:
24May2002

ISLAND GIRL

1. Port Amending/ SEC HamptnRds Date Amended/ 04Nov2004
-Remarks-
Corrected Owner/Operator Address.
2. Port Amending/ SEC HamptnRds Date Amended/ 02Aug2004
-Remarks-
Change Conditions of Operation, Owner/Operator name and address and Credit Drydock date.
3. Port Amending/ MSU Toledo Date Amended/ 20May2003
-Remarks-
COMPLETED SATISFACTORY ANNUAL INSPECTION. CHANGED CONDITIONS OF OPERATION DUE TO CHANGE IN VENUE FOR VESSEL.

END

LETTER OF INTENT

Non-Binding

1. This Letter does not create a binding agreement between the parties and will not be enforceable. Only the future agreement, duly executed by the parties, will be enforceable. The terms and conditions of any future agreement will supersede any terms and conditions contained in this letter.

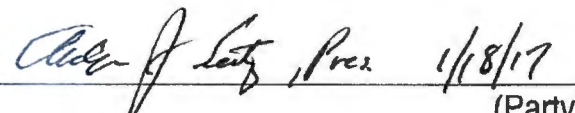
Transaction Description

2. Describe the subject of this transaction:

Within the next month MGSIII Maritime LLC will be seeking award to implement a water taxi service into the intercostal waterway (Proposal L-17-17 Intercoastal Waterway Water Taxi Services in Pompano Beach). If awarded MGSIII Maritime LLC will implement two vessels into the waterway of Pompano Beach. With this service we would also like to incorporate neighboring cities. These cities would include, but not limited to, Lauderdale-By-The-Sea and Deerfield Beach. We would like the opportunity to utilize Marine Dockage at your location, for the purpose of a pick up and drop off location, for this water taxi service. In exchange for this docking space, we would pick up and drop off individuals at your establishment, ultimately generating revenue for your establishment. Along with pick up and drop off of customers, residence and clients, we would like to work together to promote your business and adapt new avenues to generate additional revenue to your establishment.



MGSIII Maritime LLC (Party)



(Party)

LETTER OF INTENT

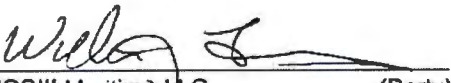
Non-Binding


1. This Letter does not create a binding agreement between the parties and will not be enforceable. Only the future agreement, duly executed by the parties, will be enforceable. The terms and conditions of any future agreement will supersede any terms and conditions contained in this letter.

Transaction Description

2. Describe the subject of this transaction:

Within the next month MGSIII Maritime LLC will be seeking award to implement a water taxi service into the Intracoastal waterway (Proposal L-17-17 Intracoastal Waterway Water Taxi Services in Pompano Beach). If awarded MGSIII Maritime LLC will implement two vessels into the waterway of Pompano Beach. With this service we would also like to incorporate neighboring cities. These cities would include, but not limited to, Lauderdale-By-The-Sea and Deerfield Beach. We would like the opportunity to utilize Marine Dockage at your location, for the purpose of a pick up and drop off location, for this water taxi service. In exchange for this docking space, we would pick up and drop off individuals at your establishment, ultimately generating revenue for your establishment. Along with pick up and drop off of customers, residence and clients, we would like to work together to promote your business and adapt new avenues to generate additional revenue to your establishment.


MGSIII Maritime LLC (Party)


Port Royale Master Association (Party)
Ronco P. DiIorio

June 14th, 2017

To Whom it May Concern;

It has been brought to our attention that the City of Pompano Beach is exploring the extended service of the Water Taxi into our area. I am writing you on behalf of the Resort to express our support and excitement about this possible initiative.

I feel strongly that our Resort guests and area visitors would benefit greatly from this service. Not only would it represent an enjoyable amenity/attraction for our visitors, this service would help improve the connectivity between area hotels/condos/residences and area attractions, restaurants, shopping, etc. Leading the sales and marketing effort for this Resort, I can tell you that one of the greatest opportunities we face each day of the ability to overcome location challenges. While most guests voice their love the Resort, prime beachfront and Pompano Beach area; they still indicate that the area feels "too far" from the activity and that the resort and destination lack "walkability".

While I represent just one business here in Pompano Beach, I am confident that other area hotels, timeshares, and condominiums/residences would welcome this new transportation option. Further, what a great way to showcase one of our area's finest assets- the Intracoastal Waterway! Should the Water Taxi make stops near the Atlantic Blvd. bridge, those area businesses (restaurants, bars, shops, etc.) would also enjoy the patronage from the Water Taxi's passengers.

If you would like to discuss our Resort's position on the Water Taxi service being extended into Pompano Beach, please don't hesitate to reach out. Thank you.

Kind Regards,



Susan Aichele-Sanders
Director of Sales & Marketing
Fort Lauderdale Marriot Pompano Beach Resort & Spa
954-944-9510



Letter of Intent Benihana

We have worked very hard to achieve a letter of intent from Benihana by the closing date of this proposal. Unfortunately with a corporation, this takes time. We have attached an email showing an interest to work with this service. The intent with Benihana is to utilize dock space, at they Lauderdale-By-The-Sea location, as a pick up and drop off location for this service.

Brian Chodash

12:41 PM (5 minutes ago)

to me

Hi Milton,

I have not gotten sign off yet. We should have it in a few days. Our legal department is backed up at this time. We are still interested in participating.

Creating Great Guest Memories!!

Brian Chodash

Field Marketing Manager, Benihana & Samurai
Benihana | Haru Sushi | RA Sushi | Samurai

O: [305-908-9983](tel:305-908-9983) | C: [786-510-6119](tel:786-510-6119)

21500 Biscayne Blvd. | Suite 900 | Aventura, FL 33180

 **BENIHANA.**

**HARU.**
restaurant sushi bar


Sushi • Bar • Restaurant

SAMURAI

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Thank you.



To Whom it may concern;

June 1, 2017

Bokampers Sports Bar & Grill Fort Lauderdale is anxiously awaiting the arrival of the Pompano Beach Water Taxi. I have been in contact with Fort Lauderdale Water Taxi and they have no concerns with Bokampers becoming the southern stop. We will graciously supply dock space for Pompano Beach's taxis providing they carry the appropriate insurance with Bokampers named.

Bokampers is proud to become a partner with Pompano Beach. We look forward to a long amicable relationship.

Sincerely,

Kevin Sheahan
General Manager
Bokampers Fort Lauderdale
ksheahan@bokampers.com
954-900-5584 (w)
954-448-6545 (c)

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Exhibit "A"





STUDENT LOCKERS

RESTRICTED USE



Exhibit "B"







Exhibit "C"



Exhibit "D"

**Stop 1
Hillsboro Inlet Park**



Stop 2
NE 16th Street



**Stop 3
Alsdorf Park**



Stop 4
Officer Scott A. Winter Park



**Stop 5
Riverside Park**



Stop 6
Sands Harbor Resort and Marina



Stop 7
St. Martin Episcopal Church



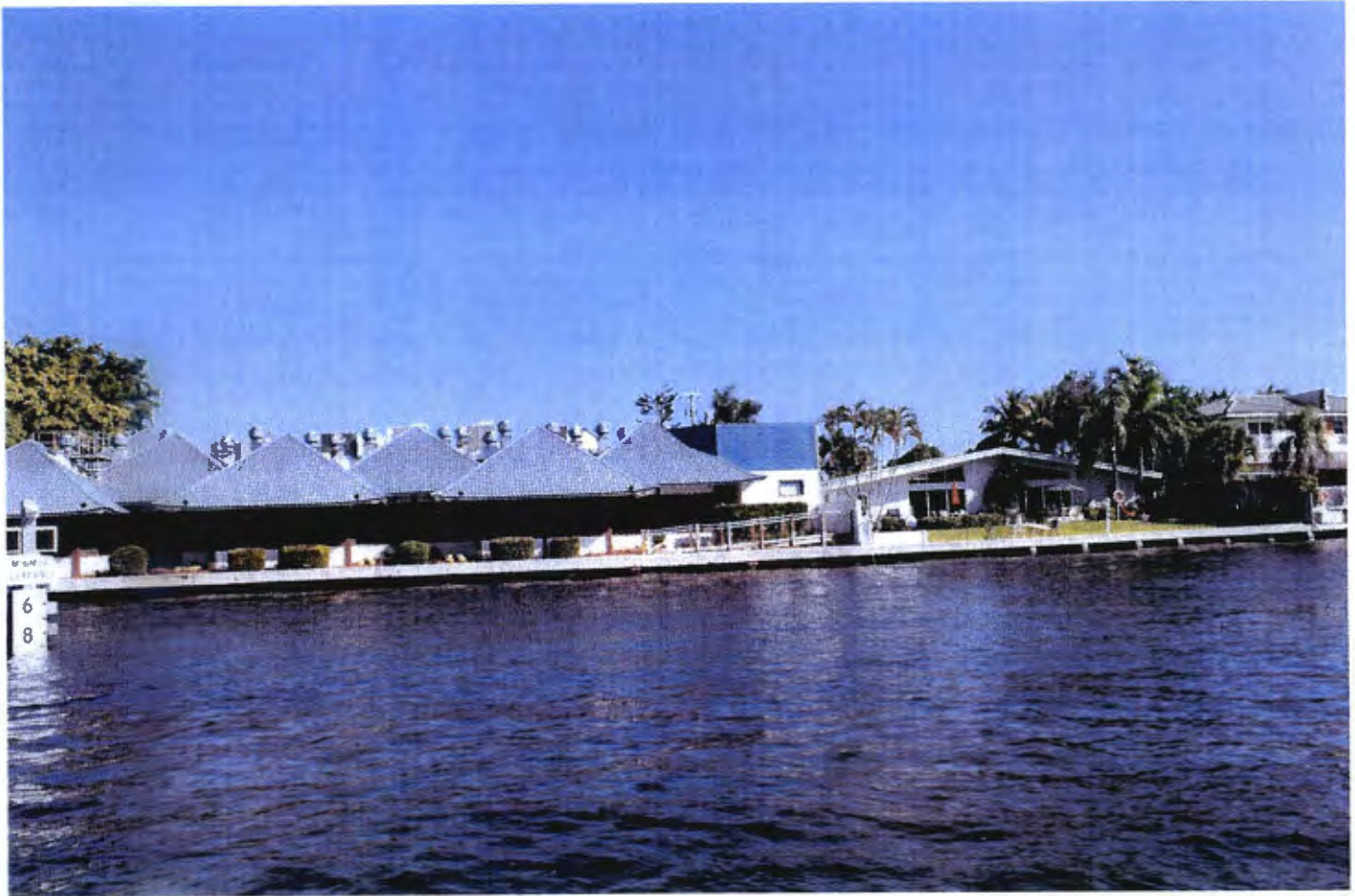
Stop 8
Indian Mound Park



Stop 9
Port Royale



**Stop 10
Benihana**



**Stop 11
Bokampers**





ESTIMATE

Estimate # H182404
Date 05/03/2017
Expiration Date 06/30/2017
Sales Rep Janet Suarez
 1-877-477-2922 Ext 1128

7791 NW 46 Street, Suite 306
 Doral FL, 33166
 Phone: (305) 477-4599
 Fax: (305) 500-9132

Customer	Shipping Address
POMPANO BEACH WATER TAXI	POMPANO BEACH WATER TAXI
Milton Smith	Milton Smith
7791 NW 36th ST	7791 NW 36th ST
Doral FL, 33166	Doral FL, 33166
US	US

Item	Product Description	Quantity	Rate	Amount
TSO6412	GPS Tracking CDMA External Antenna C27 with Internal Battery, Weather resistance and Splash proof Enclosure.	2.00	\$ 750.00	\$ 1500.00
PT-Activation	PT Sim Card & Activation Fee (one time)	2.00	\$ 35.00	\$ 70.00
PT-APP Mobile Servic	Mobile Application Available in Android and Apple Markets Monthly Service Fee.	2.00	\$ 29.99	\$ 59.98
PT-APP Mobile Tracke	Mobile APP set up, routes stops and access information. (one Time)	1.00	\$ 850.00	\$ 850.00
TSO Professional Ser	PT-GPS Monthly service	2.00	\$ 69.99	\$ 139.98
Shipping	Shipping	1.00	\$ 35.00	\$ 35.00

SUB TOTAL \$ 2,654.96

Thank you for your interest in our products and services!

DISCOUNTS \$ 0.00

TAXES \$ 105.00

TOTAL \$ 2,759.96

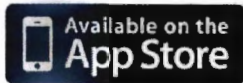
NOTES

One year Factory warranty. Mobile app customized to Pompano Beach Water Taxi will be available for both Android and Apple users Free for passengers to install.

GPS Fleet Tracking Goes Mobile (<http://www.tsomobile.com/mobile-apps/>)
TSO InCabin for Android (<http://www.tsomobile.com/tso-incabin/>)

GPS Fleet Tracking goes mobile. Now easier than ever!

Download our mobile apps today! Look for “TSO Fleet Pro” in your app store.



(<https://itunes.apple.com/us/app/tso-fleet-pro/id632047164>)



(<https://play.google.com/store/apps/details?id=tracking.solutions.tsofleetpro>)

Apple & Android GPS Fleet Tracking mobile apps.

It does not matter which platform you prefer, we got you covered!



Track your fleet in an user friendly GPS fleet tracking mobile environment.

Access all your fleet of vehicle's location information from one single screen. Being able to have all your fleet listed in your mobile device in one single screen gives you better on-the-go real-time control of the whereabouts of your vehicles and drivers.

Easy to use... Having all the information you need to run your fleet, at just one touch away on your screen... THAT is what our users are loving the most!

- ✔ Maximize productivity.
- ✔ Get jobs done faster.
- ✔ Optimize scheduling & routes.
- ✔ Manage work orders.
- ✔ Increase profits.
- ✔ Save money on fuel costs.
- ✔ Monitor fuel usage.
- ✔ Control vehicles remotely.
- ✔ Lock & Unlock your vehicles.
- ✔ Monitor sensors.
- ✔ Improve drivers communication.
- ✔ Improve customer service.



- ☑ **Share vehicle position.**

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Schedule Demo (<http://www.tsomobile.com/free-live-demo/>)

Access the most important tools from any Apple or Android mobile device.

The most important tools from a GPS Fleet Tracking System should be on the palm of your hand... That's exactly what we have done for you! We have left some tools in the computer version of the GPS Tracking System because they trigger tasks that should only be performed at the office. There are some others though that we have added to our mobile apps, because due to their level of importance, you should always have quick and easy access to them.

Some of these tools let you:



Breaking it Down

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Fleet
(<http://www.tsomobile.com/tsomobile.com/fleet/>)

For Our Customers

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(<http://www.tsomobile.com/help-support/>)

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Miami, FL 33166

Call us at:

1.877.477.2922

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Financial Analysis

Anticipated Revenues

To capture these avenues of revenue and percentages we will utilize ad specifics designed to work with each hotel. i.e. ticket pre-sales direct to hotel, signage, pamphlets, window stickers, coupons.

Hotels;

38 hotels with 2,522 available rooms.

-using an average 1 week rental with each room occupied by two individuals

5,044 people a week

20,176 people a month

242,112 people a year

-Anticipated goal is to capture 25% of this audience interest in year one (60,528 people). Out of this 25% (60,528 people) we anticipate receiving ridership from 10% (6,053 people).

Using an average ticket cost of \$15.00 dollars with 6,053 riders = **\$90,795 a year**

-We anticipate that by year three this number will increase by 15% (6,053 riders - 6,961 riders)

Using an average ticket cost of \$15.00 dollars with 6,961 riders = **\$104,415 a year**

-By year four we would anticipate repeat riders, word of mouth, friends and family, and branding to increase this percentage to 50% bringing ridership to 9,080 riders

Using an average ticket cost of \$15.00 dollars with 9,080 riders = **\$136,200 a year**

-Year five we would anticipate similar numbers to year four as we would be leveling out and sustaining an average number of riders from this revenue generating avenue. We will use the same numbers for year five as we did for year four with 9,080 riders.

Using an average ticket cost of \$15.00 dollars with 9,080 riders = **\$136,200 a year**

Drinks;

Water to be sold at \$2.00 a bottle

-using an estimate of 1 bottle of water being sold for every 10 people that board a boat (using an average estimation of 30 riders a day)

30 people a day

210 people a week

840 people a month

10,920 people a year

-1092 bottles of water sold in the first year at \$2.00 a bottle = **\$2184 a year**

Special promotions;

To accomplish the goals below, we would utilize several different avenues to promote ad specifics for specific restaurants. i.e. we would utilize on board t.v's to run ad specifics for individual

restaurants, coupon books designed to give riders specific discounts at specific restaurants (free drink, assorted discounts, free desert), promotional advertising for weekly specials

46 dining establishments

-out of 46 establishments we would like to capture the attention of 20% (9). Out of these 9 Businesses captured, our goal is to sell add specific specialty promotions to five of these companies

the first year. The add specific specialties promotions would be at a charge of \$50.00 dollars a month for the first year.

5 restaurants at \$50.00 dollars a month \$250.00

first year total **\$3,000.00 a year**

-Year two we would like to see a growth of sales from five dining establishments to 10. Using the same price point of \$50.00 dollars a month for each business.

10 restaurants at \$50.00 dollars a month \$500

Second year total **\$6,000.00 a year**

-Year three as we become a branded service we would raise our advertising rate to \$100.00 dollars a month per, per business. Our goal for year three would be to acquire 5 more businesses

to this marketing section. bringing year year three up to a total of 15 participating restaurants

15 restaurants at \$100.00 dollars a month \$1500.00

Third year total **\$18,000.00 a year**

-Year four we would anticipate signing an additional 5 businesses to this marketing section bringing us up to 20 participating restaurants.

20 restaurants at \$100.00 dollars a month \$2000.00

Forth year total **\$24,000.00 a year**

-Year five we would make a goal for the company to sign 10 additional restaurants to this marketing

section of the business. Bringing our total participating restaurants to 30

30 restaurants at \$100.00 dollars a month \$3000.00

Fifth year total **\$36,000.00 a year**

87 Businesses

-out of 87 businesses we would like to capture the attention of 20% (17). Out of these 17 businesses captured, our goal is to sell add specific specialty promotions to three of these companies

in the first year. The add specific specialties promotions would be at a charge of \$50.00 dollars a month for the first year.

3 businesses at \$50.00 a month = \$150.00

first year total **\$1,800.00 a year**

-Year two we would set a goal of adding an additional 3 businesses for a total of 6 participating businesses the second year

6 businesses at \$50.00 a month = \$300

Second year total **\$3600.00 a year**

-Year three as we become a branded service we would raise our advertising rate to \$100.00 dollars a month, per business. Our goal for year three would be to acquire 3 more businesses to this marketing section. bringing year year three up to a total of 15 participating businesses

9 businesses at \$100 a month = \$900

Third year total **\$10,800.00 a year**

-Year four we would anticipate signing an additional 5 businesses to this marketing section bringing us up to 14 participating businesses.

14 businesses at \$100.00 dollars a month =\$1400

Fourth year total **\$16,800 a year**

-Year five we would make a goal for the company to sign 10 additional restaurants to this marketing

section of the business. Bringing our total participating businesses to 24

24 restaurants at \$100.00 dollars a month \$2400.00

Fifth year total **\$28,800.00 a year**

We anticipate teaming with local corporate hotels to promote and pre sell tickets. We do not see this being implemented with in the first two years. However we will start the process with these corporation, so in year three this promotion will become implemented. Our anticipated selling cost is estimated at \$15.00 dollars a ticket. These tickets will be sold in a bulk package per month.

-estimated ticket sale of 200 pre sold tickets a month for the first two year

ticket price point for these packages will be \$15 dollars per ticket

\$15.00 dollars per ticket at 200 tickets a month = \$3,000 a month

\$15.00 dollars per ticket at 2400 tickets a year = **\$36,000 a year**
-estimated ticket sales for year three will be 400 pre sold tickets a month
\$15.00 dollars per ticket at 400 tickets a month = \$6,000 a month
\$15.00 dollars per ticket at 4800 tickets a year = **\$57,600 a year**
-estimated ticket sales for year four will be 400 pre sold tickets a month
\$15.00 dollars per ticket at 400 tickets a month = \$6,000 a month
\$15.00 dollars a ticket at 4800 tickets a year = **\$57,600 a year**
Year five we would set a goal to achieve 600 pre sold tickets a month
\$15.00 dollars a ticket at 600 tickets a month = \$9,000 a month
\$15.00 dollars a ticket at 7200 tickets a year = **\$108,000 a year**

Residence;

To accomplish the goal and percentage rates below we will use different avenues to try and capture this audience. i.e. flyers sent to each residence, ticket pricing exclusively for Pompano beach residence

104,662 pompano peach residence

-In the first year of service, we would like to capture the attention 50% (52,331 people) of the residence of Pompano Beach. Of that 50% (52,331) we would like to see 20% (10,466 people) ridership the first year.

\$15.00 dollar ticket price at 10,466 riders = **\$156,990 a year**

-Year two we will anticipate that this number should increase to 30% (15,700 people) ridership the second year.

\$15.00 dollar ticket price at 15,700 riders = **\$235,500 a year**

-Year three we anticipate this number to decline and sustain a a certain percentage. We will say we anticipate this percentage to be 1% (523 people)

\$15.00 dollar ticket price at 523 riders = **\$7,845 a year**

We anticipate this decline due to these individuals being residence. This 1% may fluctuate from year to year but we believe it will for the most part stay at a certain percentage and maintain. Although it is available to the residence this service once accepted and understood by the residence

will decrease in residential sales. We believe you will receive the largest amount of residential ridership with in the first two years as residence learn and gain understanding of this service. Once this is accomplished the parentage of residential usage will decline.

The targeted market for this service will be tourist and local visitors. However we strongly value the residence of Pompano Beach and offer specific discount ticket pricing for Pompano Beach residence, we will also incorporate add specific promotions for the residence of Pompano Beach to entice them re visit and enjoy the amazing service they have available to them.

It is hard to pull statistics for this not having variables to compare. I use 1% but this could fluctuate

and maintain between 1% and 3% but is at this time an unknown.

Vehicle Traffic;

For these projections we used the average daily traffic numbers from 2006 for the Atlantic Blvd Corridor, W of SRA1A, W of US1, E of NE 5th Ave, E of Cypress Rd, E of 95, W of 95, E of Powerline Rd, W of Powerline Rd.

We would like to strategically place advertising and signage through out the City of Pompano Beach in high volume, high traffic areas to try and capture this specific group of individuals

The total average daily traffic reported for this area is 384,121. Out of this daily number we would like to see a 1%(3,841 People) captured audience the first year. Out of that 1% captured audience we would like to see a 5% (192 people) ridership from this avenue the first year.

-Year one \$15.00 average ticket price at 192 riders = **\$2,880 a year**

we would like to see this number grow 1% every year. Statistically the City shows a 1.5% to 3%

increase in growth. This is high based off of a specific demographic and area

-Year two \$15.00 average ticket price at 194 riders = **\$2,910 a year**

-Year three \$15.00 average ticket price at 196 riders = **\$2,940 a year**

-Year four \$15.00 average ticket price at 198 riders = **\$2,970 a year**

-Year five \$15.00 average ticket price at 200 riders = **\$3,000 a year**

There are several avenue we would anticipate to capture, however without a physical tourism number or origin of tourist to measure from these numbers would be a complete guess. Once the service is implemented we anticipate gathering pertinent information to utilize in capturing real time data and statistical demographics. Once this information is collected we will use it to create avenues of revenue, targeting specific demographics All of above numbers are based off of capturing a specifically target audience. Being a new service it is not guaranteed or implied that these percentages will transfer to the actual business model. Pompano Beach water Taxi Inc. in no way guarantees or implies that they will guarantee these numbers or percentages.

If the service numbers are low at the beginning of this service. We have options to minimize the cost and over head of the day to day operation. This would give us the ability

to maintain service while the numbers and branding grow. i.e. ridership numbers are below anticipated number, we would modify the service hours, modify the schedule, run one boat during specific times of the day and two at peak hours.

Financial Analysis

To capitalize on other sources of revenue, we plan to use a variety of promotional materials designed to work with each hotel, i.e., ticket pre-sales (hotel discounts), signage, pamphlets, window stickers, coupons, etc.

We plan to target 38 hotels with reported capacity of 2,500+ rooms. Using a very conservative average weekly occupancy in each room of about two individuals, we estimate reaching out to an audience of approximately 5,000 people per week (over 1.8 million people per year). Our anticipated goal is to capture 5% of this audience during year one (90,000 people). We believe our program can entice 4%-7% ridership (3,600 - 6,300 people). Based on these calculations, and using an average ticket cost of \$15.00 dollars, we estimate revenues of no less than \$54,000.00 to **\$90,000.00 per year**.

Applying the same principles and marketing approach, we anticipate by year three this number will increase by an additional 15%. Maintaining the same average ticket cost of \$15.00 dollars would result in revenues increasing to **\$104,000.00 per year**.

By year four, we hope to secure repeat riders, which by word of mouth, friends and family, and branding should help increase our ridership by as much as 50%. Using an average ticket cost of \$15.00 dollars will render **\$136,000.00 per year** in realized revenues.

In year five we project similar numbers to year four as we predict the service would be leveling out and sustaining an average number of riders. Thus, we are using the same numbers for year five as we did for year four (**\$136,000.00 per year**).

Drinks

We propose to sell water bottles at \$2.00 each. Using an estimate of 1 bottle of water being sold for every 10 people that board each vessel and assuming baseline ridership of about 30 riders per day (10,920 people/year), we anticipate 1,092 bottles of water sold in the first year rendering revenues of about **\$2,184.00**.

Special Promotions

We propose to reach out and engage local restaurants. Our plan would be to sell advertisement and promote as many restaurants as possible. We plan to utilize on board TVs to run ads promoting specific restaurants. In addition, we plan to work with restaurants and print and/or carry on board coupon books designed to give riders discounts at specific restaurants (free drinks, free deserts, buy one-get one promotions, etc.).

We have identified as many as 46 dining establishments within striking distance to the water taxi service. Out of the 46 establishments, we plan to target and capture the attention of 20% (9). Out of these 9 businesses, our goal is to sell ad specific specialty promotions to five of these companies the first year. The ad specific specialties promotions would be at a charge of \$50.00 dollars a month for the first year. Thus, 5 restaurants at \$50.00 dollars a month would render \$250.00 resulting in first year ad revenues of **\$3,000.00**.

In year two, we would like to double ad sales from 5 dining establishments to 10. Using the same price point of \$50.00 dollars a month for each business, 10 restaurants at \$50.00 dollars a month would render an annual income of **\$6,000.00**.

By year three, as we become a branded service, we plan to raise our advertising rate to \$100.00 dollars per month. Although the price increase may be objectionable to some businesses, the anticipated success of the program should persuade restaurant operators to absorb the increase without difficulty. In addition, we plan to add another 5 more businesses to our ad campaign bringing the total number of participating restaurants to 15. Assuming no resistance to our proposed ad cost increase, 15 restaurants at \$100.00 dollars a month would result in annual revenues of **\$18,000.00**.

As we continue to promote our service, we feel our presence in the marketplace will entice no less than 5 more businesses to join us. In total, up to 20 participating restaurants would result in year four ad revenues of about **\$24,000.00**.

By year five, it will be our goal to sign 10 additional restaurants bringing our total participating restaurants to 30 producing revenues of **\$36,000.00**.

Other Businesses

We have identified businesses other than restaurants that may be interested in being part of our program. Hair salons, real estate agencies, travel agencies, clothing stores and small boutiques, liquor stores, dry cleaners, to name a few form a core of businesses that stand to benefit from our promotional packages (coupon books, etc.). We have identified no less than 87 businesses we feel have the potential to partake in ad campaigns. Our goal is to capture the attention of 3 businesses in the first year. The ad specific promotions would be at a charge of \$50.00 producing revenues of **\$1,800.00**.

In year two, we would set a goal of adding an additional 3 businesses for a grand total of 6, which would produce revenues of **\$3,600.00**.

Continuing with our plan to become a branded service by year 3, we intend to raise our advertising rate to \$100.00 dollars a month. Our goal will be to add 3 more participating businesses bringing year three up to a total of 9 businesses at \$100.00 a month producing income of as much as **\$10,800.00**.

In year four, our goal would be to sign an additional 5 businesses increasing the number of participating partners to 14 total businesses. Revenues would rise to **\$16,800.00**.

By year five, we believe word of mouth by itself will be a catalyst and hope to sign 10 additional restaurants to this marketing campaign. With a grand total of 24 participating businesses, we plan to generate as much as **\$28,800.00** per year in revenues from this source.

Local Residents

Below is a breakdown of revenues projections resulting from our campaign to brand our service throughout the City of Pompano Beach and beyond. Our plan is to connect with residents using flyers, door hangers, paper inserts, etc. Pompano Beach residents will enjoy a 25% discount (\$15.00 per ticket, instead of \$20.00). We have identified over 104,000 Pompano Beach residents. Our overall goal would be to capture the attention and all residents. We hope the entire

City will partner with us and enjoy our service. Realistically, we believe about 5% of the year-round population (+/-5,000 people) may consider using our service throughout the year. We hope "snow birds" will add a significant number of riders in season. Ultimately, our goal is to secure as many as 10,000 riders the first year, 15,000 the second and third years, and sustain the numbers in years four and beyond. If our projections are accurate (with a reasonable deviation of 3-5 points), we should be able to generate revenues of up to **\$235,500.00 per year**. Our knowledge of the industry leads us to believe numbers will level off after years 2 and 3, and possibly experience a decline. Therefore, an expectation to sustain revenues of **\$235,500.00 per year** may not be 100% realistic. Season-ticket holders, daily/weekly/monthly passes, repeat riders, and our aggressive marketing campaign will help maintain reasonable ridership levels.

Vehicular Traffic

We believe there is a large target audience traveling by car throughout the City. Large number of vehicles travel some of the City's most important corridors such as Atlantic Boulevard, SR A1A, US1, Powerline Road, Sample Road, Copans Road, Dixie Highway. Even less prominent NE 5th Ave, Cypress Road, McNab Road, NE 10th Street, Dr. Martin Luther King Boulevard, NW 31st Avenue, to name a few have sufficient traffic volume and provide significant exposure to water taxi users.

We would like to strategically place advertising and signage throughout the City of Pompano Beach visible by drivers, and hope to attract many would-be-riders. Although conservative, we hope to capture 1% of this audience, an estimated 3,841 people. We believe this audience would in turn produce about 200 extra water taxi users producing revenues of about **\$2,880.00** per year. We hope the number of users could increase by about 1% each year. This increase would result in sustained revenues of about **\$3,000.00** per year. Statistically, the City shows a 1.5% to 3% increase in growth. If these growth numbers stay constant, our projections should stay on track without significant decreases/increases.

Tourism

We plan to work closely with the City's Tourism Manager to promote our service. Once the service is implemented, we anticipate cooperating with the Tourism Manager and exchange pertinent real time data. This information will help us to manage and understand revenue sources and target specific demographics, etc.

Being a new service, we cannot guaranteed or imply that the above presented projections will translate into accurate numbers, but we feel confident the numbers presented are conservative enough to reflect a realistic and successful business model. Notwithstanding our anticipated success, we have options to minimize costs and keep overhead low. This would give us the ability to maintain a minimum level of service while the numbers and branding programs are fully implemented. Should ridership numbers be below our expectations, we would seek to modify hours of operation, modify our schedule, run only one boat during specific times and two during peak hours, etc. The City will be informed every step of the way.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-17-17**

**INTRACOASTAL WATERWAY
WATER TAXI SERVICES IN POMPANO BEACH
(REBID)**

**OPTIONAL PRE-PROPOSAL CONFERENCE:
JANUARY 25, 2017, 10:00 A.M.
PUBLIC WORKS CONFERENCE ROOM
1201 NE 5TH AVENUE
POMPANO BEACH, FLORIDA 33060**

**RFP OPENING: FEBRUARY 15, 2017 - 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

January 9, 2017

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
L-17-17

Intracoastal Waterway Water Taxi Services in Pompano Beach (Rebid)

The City of Pompano Beach ("CITY") is seeking proposals from qualified firms to provide Cost Proposals along with qualifications and project approach 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 will receive sealed proposals until **2:00 p.m. (local), February 15, 2017**. 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.

There will be an optional pre-proposal conference to review the CITY's expectations for the Water Taxi service including backgrounds and scopes, and answer questions from potential proposers on January 25, 2017 beginning at 10:00 a.m. Public Works Conference Room 1201 N.E. 5th Avenue, Pompano Beach, Florida 33060. Attendance at the pre-proposal conference is not mandatory but is **highly recommended. The applicant need not be present at the option pre-proposal conference for a submittal to be considered by the CITY.**

Proposer must be registered on the City's eBid System in order 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 from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

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 figure 1 for map of proposed water taxi stops). The CITY hereby 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.

1. Scope Of Services

The CITY of Pompano Beach ("CITY") hereby 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 provision of suitable Water Taxi vessels with adequate ridership capacity. The vessels shall be managed and operated by the successful applicant's own personnel. Personnel shall be properly trained to handle vessels in accordance with applicable laws and regulations. Personnel shall operate vessels in a safe manner and shall conduct operations with utmost respect and professionalism, making customer service a priority. 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.

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

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

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

Operator's Responsibility

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 a good state of repair at all times, and shall repair and replace broken or weather-beaten equipment. City shall have right to inspect such equipment periodically to determine its condition, but shall be under no obligation to do so. Advertising signs shall not be displayed except as approved by the City Manager or designee for size, wording, and number, and in accordance with the applicable City of Pompano Beach Ordinances. The Concessionaire shall insure that the rates for water taxi/land uses are posted.

The Operator must, at the time of an official hurricane warning, arrange to remove all equipment from the area being served.

All operator attendants shall be neatly attired in approved uniforms properly identifying the operator's firm and the attendant. No person convicted of any offense involving moral turpitude or a felony shall be employed by the Operator.

The City of Pompano Beach reserves the right to approve or reject, for any reason, 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.

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.

The Parks and Recreation Program Administrator, or such other person properly designated by the City Manager, shall be responsible for the enforcement of this Agreement and in the event any violation is reported to that office or is 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 pursuant to this paragraph shall be final and binding on Operator. The operator shall adhere to a maintenance schedule set up by the City Manager's designee

The operator is responsible for the acquisition of all City and County business tax receipts, fees and permits as applicable.

The following items are intended to set minimum requirements for this solicitation:

A) Intent

The intent of the CITY is to solicit proposals and to enter into a contract to provide Water Taxi services along the Intracoastal Waterway from Atlantic 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 can be discussed during the contract negotiation process. In addition to providing a service for the CITY.

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 important 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 American with Disabilities Act (ADA) accessibility to vessels, ramps, stations, etc. Applicants shall verify ADA access and confirm vessels are adequately structured to board handicapped individuals.

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

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

It is not the CITY's desire to subsidize the water taxi service for any extended period of time, but 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 and 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 a point just south of the Atlantic Boulevard Bridge to the Hillsboro Inlet Marina (see "Figure 1"). Applicant shall assess each proposed stop to ensure proposed vessels will be able to safely allow loading and unloading of passengers including wheelchair accessibility, etc.

C) Team Experience /Minimum Qualifications

The CITY's goal is to hire an experienced and competent service provider. Proposer must clearly demonstrate this experience in its response to this RFP. The CITY wishes to engage a provider with no less than 3 years of experience providing similar services. The CITY recognizes such services are not common with other government agencies and will accept similar experience 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, permits to operate vessels, and any other type of credentials necessary to demonstrate the applicant's ability to operate a business of this nature. The Applicant must also provide evidence of safety record for the past 3 years, minimum.

D) Financial Capabilities

The CITY's goal is to hire a firm with sufficient financial resources to manage the entire operation. Proposer must provide sufficient information to verify financial capacity to run the program and secure bonding, if necessary.

2. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit C,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D) describing the efforts made to include local business participation in the contract.

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of certified Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations

from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit E, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit F, for all participating SBE firms. Submit Exhibit G listing SBE firms that were solicited but not selected. Submit Exhibit H explaining your firm's good faith efforts to include certified SBE firms on this contract.

For the purpose of eligibility the City of Pompano Beach will accept those SBE's currently certified/registered by the State of Florida, Broward County Government and/or others with similar certification criteria. A copy of the certificate for each SBE listed on the SBE Participation Form (Exhibit "E") must be included with your proposal.

4. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload 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:

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. 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. Please limit this section to two pages.

Understanding of the Project:

Written understanding of each of the project's needs and how your team intends to apply this information to the benefit of the CITY and the community. (Maximum 10 pages, 8.5" x 11", single sided).

Unique Capabilities:

Identify any additional or unique resources, options, capabilities or assets which the Proposer would bring to this project.

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 and/or renderings of the vessels.

Financial Capability

Provide reviewed or audited financial statements for your most recent past two (2) complete fiscal years, accompanied by a review report by an independent Certified Public Accountant and/or any other financial information to demonstrate financial capacity to manage the project. Compiled or internally prepared financial statements will not be accepted. If reviewed or audited financial statements are not available the proposer must provide bank account information including account balances. Financial Statements or bank account information must be uploaded as a separate file to the Response Attachments tab in the eBid System and should have a file name clearly indicating the contents of the attachment.

Fees & Costs:

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.

Schedule:

Proposer shall provide a timeline for implementation of the water taxi service.

Licensure:

Provide 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.

Organizational Chart:

Specifically identify the management team (if needed) and provide an organizational chart for the team. Should the proposer require services by subconsultants, said subs shall be included and hierarchy of staff and sub-consultants clearly reported on the organization chart. The applicant must clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Brief corporate background and explanation of qualifications for these particular type of services as related to key members of the team. Describe experience as a Water Taxi services provider. Include the experience of the prime operators as well as other members of the team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific contracts (current and successfully completed within the past five years) where the team members have

performed similar services previously. Describe similar services for other government agencies or similar services provided to others including number of vessels being operated, personnel assigned, schedules, fees, revenues paid to agencies, years in business, how business plans failed/succeeded, what went wrong and what had to be corrected, what went right, and what was improved (Maximum 5 pages, 8.5" x 11" single sided.)

Resumes of Key Personnel:

Provide resumes for key team members and their associated experience within the last 5 years (maximum 2 pages per individual 8.5 x 11 single sided.)

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Bonding Capacity:

Letter from a surety company, bank, etc., providing information on the Applicant's bonding capacity.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

Bonding Capacity:

Letter from a surety company, bank, etc., providing information on the Applicant's bonding capacity.

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 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 term of the contract, if necessary.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

Local Business Participation Forms:

Completed Local Business program forms, Exhibits A-D.

Small Business Enterprises Participation Forms:

Completed SBE program forms, Exhibits E-H. Include copies of all SBE certifications for firms listed on these forms in your electronic submittal.

5. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, 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 City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver 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, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. 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. Contractor further agrees to be responsible for employment, control and conduct of its employees and for 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 City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with 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 \$1,000,000 Per Aggregate

* Policy to be written on a claims 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	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

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.

EXCESS LIABILITY

Per Occurrence Aggregate

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000	\$2,000,000

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, 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 right 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, then 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 which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should 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 award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

6. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Qualifications – Statement of Skills, Resumes, Experience	0-30
2.	Project understanding/Proposal Details/Product Selection	0-25
3.	Scheduling (benefit to community/users, frequency)	0-5
4.	Capability of the team to perform/Financial Strength (current backlog of similar services, number of people assigned, funding mechanisms)	0-25
5.	Cost Proposal (details of costs/expenses and revenues to City)	0-15
	Total	0-100

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 firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be 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.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

7. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

9. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

10. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

11. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

12. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

13. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

14. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

15. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

16. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing 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.

17. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

18. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

19. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

20. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. 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 Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to 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.

l. Public Records

1. 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 information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject 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@copbfl.com**

21. 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.

22. 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 are 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 addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

23. 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 to 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 10 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 rollofs at the following address and phone number: Waste Management Inc. of Florida, 2700 Wiles Road, Pompano Beach, FL 33073, (954) 974-7500.

24. 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.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

Exhibit – Contractor Performance Report



**City of Pompano Beach, Purchasing
Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to

2. Contract Period: from _____ to

3. Bid# & or P.O.#:

4. Contractor Name:

5. City Department:

6. Project Manager:

7. Scope of Work (Service Deliverables):

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

LOCAL BUSINESS EXHIBIT "B"
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number _____

TO: _____
(Name of Proposer)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RFP # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

LOCAL BUSINESS EXHIBIT "D"

CITY OF POMPANO BEACH, FLORIDA
 SMALL BUSINESS ENTERPRISE
 PARTICIPATION FORM SBE EXHIBIT "E"

Solicitation Number & Title: _____ Contractor's Name: _____

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____ Total SBE Contract Amount _____
 Are documents requested submitted accordingly YES NO

EXHIBIT "E"

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR SBE EXHIBIT "F"

RFP Number _____

TO: _____
(Name of Proposer)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM SBE EXHIBIT "G"

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G"

GOOD FAITH EFFORT REPORT SBE EXHIBIT "H"

RFP # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

SBE EXHIBIT "H" – Page 2

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

The Water Taxi in Pompano Beach?

Sample Water Taxi Stops (N. of Atlantic Blvd.)

Stop 1
Madison's Steakhouse

Stop 2
Taha Marine/Sands Hotel (Seaside/Sunset Catch Restaurant)

Stop 3
NE 2 Street/City Park

Stop 4
Wyndham Sea Gardens

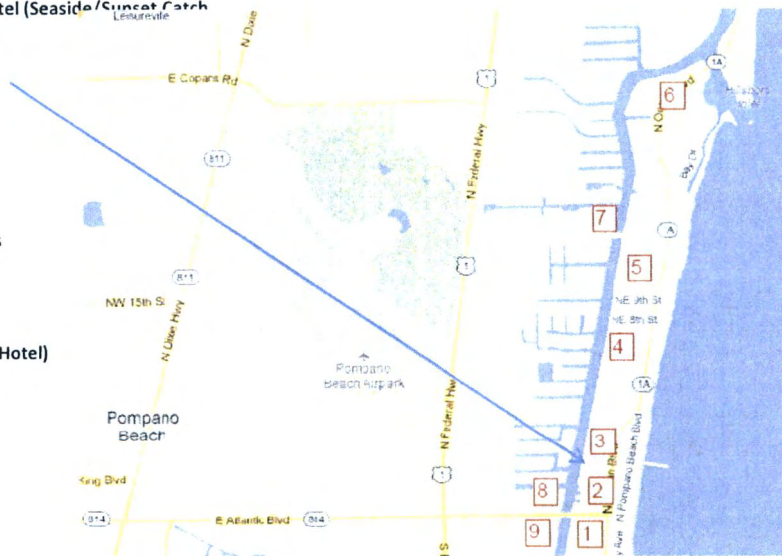
Stop 5
NE 12 Street (Marriott Hotel)

Stop 6
Hillsboro Park/Marina/Hilton Hotel?

Stop 7
Alsdorf Park Boat Ramp

Stop 8
Houston's Restaurant

Stop 9
St. Martin's Church





**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

November 1, 2016

**ADDENDUM #1, RFP L-06-17
INTRACOASTAL WATERWAY WATER TAXI SERVICES IN POMPANO BEACH**

The deadline for acceptance of proposals in the eBid System, has been extended to **2:00 p.m. (local), December 5, 2016.**

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Financial Capabilities, Under the Scope of Services section item D. on page 4 of the RFP document it lists, "The CITY's goal is to hire a firm with sufficient financial resources to manage the entire operation. Proposer must provide sufficient information to verify financial capacity to run the program and secure bonding, if necessary. Under the information section that needs to be submitted, it states nothing about financials. Could you please clarify if financial statements are required?"

Response: Section 4 Required Proposal Submittal on page 9 of the RFP has been revised to include:

Financial Capability

Provide reviewed or audited financial statements for your most recent past two (2) complete fiscal years, accompanied by a review report by an independent Certified Public Accountant and/or any other financial information to demonstrate financial capacity to manage the project. Complied or internally prepared financial statements will not be accepted. If reviewed or audited financial statements are not available the proposer must provide bank account information including account balances. Financial Statements or bank account information must uploaded as a separate file to the Response Attachments tab in the eBid System and should have a file name clearly indicating the contents of the attachment.

Q2: Bonding Capacity, During the optional pre-proposal conference on October 24th 2016, it was mentioned, "250k or more bonding is required". In Section 4 Required Proposal Submittal on page 9 of the RFP Bonding Capacity requires "Letter from a surety company, bank, etc., providing information on the Applicant's bonding capacity." Could you please clarify the bonding requirements?"

Response: The City will require a bond if the approved proposal requires an investment of over \$250,000, regardless of the source of the investment. The proposer must demonstrate his/her ability to secure a bond equal to or exceeding the total costs of their proposal.

Q3: Trolley, During the optional pre-proposal conference on October 24th 2016, there was mention of incorporating a trolley into the service. This is also mentioned in the Request for Proposal on page 8 under Technical Approach, along with a rendering of the possible route included as Figure 6. Whether participants incorporate this service into their proposal, is this a service that the City of Pompano Beach will make a request for at a later date?

Response: The proposers must respond to the requested services in the Scope of Services of this RFP. The City desires to provide trolley services, but this solicitation is specific to water taxi service only, unless the water taxi service is combined with amphibious apparatus. Should the City award a contract that's exclusive of trolley services, the City may issue a separate solicitation for trolley services in the future.

Q4: Service Commencement, During the optional pre-proposal conference on October 24th 2016, there was mention of start dates for this service. There was talk that the service could start almost immediately or within 3 - 6 months. Is there an actual project date (no later than) for this service to begin?

Response: There is not an exact date to start the service. The start date is dependent on the proposals submitted, the evaluation of the proposals and the award and negotiation of the contract for this service.

Q5: Boat Requirements, During the optional pre-proposal conference on October 24th 2016, it was briefly discussed vessels had to meet ADA compliance, also they will have to meet several other criteria. Some of these criteria would only exist if there is subsidized money involved. What if any is the stance of The City of Pompano Beach with subsidized funding towards this service?

Response: The proposer must submit a proposal that is commensurate with their ability to provide the best possible service. The City cannot make a commitment or confirm whether a subsidy will be available. The City will evaluate proposals for merit. Should a proposal merit consideration for a subsidy, then Staff will discuss the requested subsidy with City Manager, Budget Director and City Commission.

Q6: Amphibious Vehicle, Amphibious vehicles come ADA compliant. However in order to make these vehicles 100% ADA certified when in service additional ramps and lifts have to be implemented into the system, outside of the manufacture. Are there certain sections of city's property we are able to use, or will there be designated pieces of land that the city will want to use for this service? Could you please clarify?

Response: Staff has advised those that attended the optional pre-proposal conference on October 24th 2016 that proposers should evaluate the proposed route(s) and verify whether existing facilities can accommodate the proposed services. Staff strongly recommends proposers to confirm and provide City staff with details of what accommodations may be necessary to provide adequate services, if needed.

Addendum #1, L-06-17

Addendum #1 is posted to the RFP in the eBid System on the City's website: www.pompanobeachfl.gov. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for acceptance of proposals in the eBid System, is **2:00 p.m. (local), December 5, 2016.**

The remainder of the solicitation is unchanged at this time.

Sincerely,



Cassandra LeMasurier, Purchasing Supervisor

cc: website
file

CERTIFICATE OF INSURANCE

Issued Date: June 20, 2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

PRODUCER:	Maritime Coverage Corp. Island Wide Marine Agency PO Box 731209 Ormond Beach, FL 32173-1209 (386) 671-7791 • Fax: (386) 671-7793
INSURED:	Pompano Beach Water Taxi, Inc. 125 N Riverside Dr. Pompano Beach, FL 33062-5026

COMPANIES AFFORDING COVERAGE

Company A:	Endurance Assurance Corporation
Company B:	WQIS
Company C:	
Company D:	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

Coverage	Company	Policy #	Effective Date	Expiration Date	Limits
Protection & Indemnity	A	OIW10003297400	5/2/2017	5/2/2018	\$1,000,000
Excess					
Dock Liability	A	OIW10003297400	5/2/2017	5/2/2018	\$1,000,000
Pollution	B	51-22024	5/2/2017	5/2/2018	\$1,000,000
Other:					

APPROVED
By Cindy Lawrence at 4:56 pm, Jul 17, 2017

SPECIAL ITEMS

Vessel Schedule: 1. "Big Diamond" 1990 34' Aluminum Skipperliner (Official #: 969419)
2. "Island Girl" (Official #1122754) 2002 40' Willard
Crew Coverage to be Provided: Per U.S. Coast Guard Requirements, Estimated to be 2 (Coverage for crew satisfies Federal Jones Act requirements)
Passenger Coverage to Be Provided: # as Per issued U.S. Coast Guard Certificate of Inspection (Estimated 40-49 Each Vessel)

Vessel #1: Policies currently in force with vessel on Port Risk Status awaiting final USCG Inspection by local sector for navigating coverage.
Vessel #2: Coverage not yet provided. Coverage will be bound upon completion of documentation/ownership transfer on Port Risk with navigation coverage provided upon final USCG Inspection by local sector.

Note: The City of Pompano Beach will be named Additionally Insured with respects to the operation of the insured vessels.

CERTIFICATE HOLDER:

City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060-6099

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice (10 Days for non-payment of premium) to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.


Authorized Representative



MARINE ADVISORY BOARD

1201 N.E. 5th Avenue
Pompano Beach, Florida 33060
Memo # 17-02

TO: City Commission

CC: Horacio Danovich, CIP Manager

FROM: Marine Advisory Board (MAB), City of Pompano Beach

RE: Application for Water Taxi

A handwritten signature in blue ink, appearing to be the initials 'HD'.

The City of Pompano Beach Code Of Ordnances 91.14 (C) requires the Marine Advisory Board to review all applications for water taxi for which all required information has been submitted for the next regular meeting of the City Commission.

On 19 June 2017 at the regular public meeting of the Marina Advisory Board, the Board reviewed the documents submitted from Pompano Beach Water Taxi Inc. against the City of Pompano Beach Code Of Ordnances 91.14 (B). 91.14(B) outlines the required information for a water taxi business tax receipt.

At this time, based on the information submitted, the Marine Advisory Board in unable to provide a recommendation of approval under 91.14(C) based on the following missing documents.

91.14 (B) Required Information for a water taxi business tax receipt.

- (1) The name, business address and telephone number of the person or firm operating the water taxi business. If a corporation or partnership, include the names of all directors, officers or partners, where applicable.**

Status - Complete

- (2) **A description of each vessel proposed to be utilized as a water taxi, including a copy of the state vessel registration and United States Coast Guard certificate of inspection.**

Status - Incomplete

Copy of the state vessel registration and United States Coast Guard certificate of inspection was not included. The proposed vendor will provide once the City has approved a contract.

- (3) **A list of all pilots (which must be kept current by the applicant throughout the business tax receipt period) who will operate a water taxi, including their name, address, employment history over the past five years, and a copy of the United States Coast Guard license for the class of vessel the pilot will operate.**

Status - Incomplete

There are some copies of anticipated/sample pilot's USCG licenses, however it is stated that these are subject to change. Their name, address, employment history over the past five years, and a copy of the United States Coast Guard license for the class of vessel the pilot will operate is missing.

- (4) **Where each water taxi will be located when not in use.**

Status - Incomplete

Pompano Beach Water Taxi Inc. is currently negotiating for space with Sands Harbor Marine 125 N. Riverside Dr., Pompano Beach, FL 33062.

- (5) **The method of dispatch and the location of the dispatcher.**

Status – Incomplete, Unable To Comply

There will be no dispatch system or call centers. The majority of the service will be on planned timelines and stops. For the few whistle stops, customers will call the vessel operators directly.

- (6) **A certificate of insurance showing the city as a named insured on a policy or policies insuring each vessel and the business for:**
- (a) **Hull and machinery replacement.**
 - (b) **Third party and passenger liability - \$1,000,000 for each vessel.**
 - (c) **Third party property damage - \$50,000 per occurrence.**
 - (d) **If the business has three or more employees, evidence of Workers' Compensation insurance, including Jones Act coverage, is required. All insurance policies must be kept in full force and effect at all times water taxi operations take place.**

Status - Incomplete

Insurance will not be procured until there is a contract.

- (7) **A duplicate certificate of insurance shall be provided with the application and shall be reviewed by the city's Risk Manager and if said insurance meets the criteria as set forth in this section be approved by the Risk Manager.**

Status - Incomplete

Insurance will not be procured until there is a contract therefore, Risk Management's approval has not been submitted.

- (8) **Prior to the application being submitted to the Marine Advisory Board, the applicant shall obtain and execute a general release releasing the city from any and all liability which shall be submitted to the city's Risk Manager.**

Status - Incomplete

No release/draft of a release presented.

Respectfully,



Frank M. Pelly
Chair Marine Advisory Board

Multi Service Systems Inc.

General & Mechanical Contractors

3008 SE Darien Road, Port St. Lucie, Florida. 561-213 4133 772-3981047

Quotation For: Miscellaneous Boat Docking Stations. June 23rd, 2017

Attention: Mr. Jeffrey

Dear Jeff,

We hereby propose to supply material, labor and equipment necessary for the construction of (4) docking stations at the locations provided herein for the total sum of \$ 6,437.71

Scope of work:

Location (A) Indian Mound Park- Provide (4) formed and reinforced concrete buttress blocks installed on the intermediate elevation and spaced to incorporate (2) 3" x 10" X 96" CCA treated wood members fastened with stainless hardware to the buttress blocks. Center mount on each wood member (1) 6.0" x 96" horizontal boat fender attached with stainless steel hardware.

Location (B) Officer Scott Park- Provide (2) 3" x 10" X 96" CCA treated wood members fastened with stainless hardware to the 18" Concrete Wall Cap face. Center mount on each wood member (1) 6.0" x 96" horizontal boat fender attached with stainless steel hardware.

Location (C) 16th Street Park- Provide (2) 3" x 10" X 96" CCA treated wood members fastened with stainless hardware to the existing 21" Concrete Wall Cap face. Center mount on each wood member (1) 6.0" x 96" horizontal boat fender attached with stainless steel hardware.

Location (D) Hilsboro Inlet Park- Provide (2) 3" x 10" X 74" CCA treated wood members fastened with stainless hardware to the existing 12" concrete pilings. Center mount on each wood member (1) 6.0" x 74" horizontal boat fender attached with stainless steel hardware.

General Notes;

All hardware shall be Stainless steel and imbedded a minimum of 5 inches.

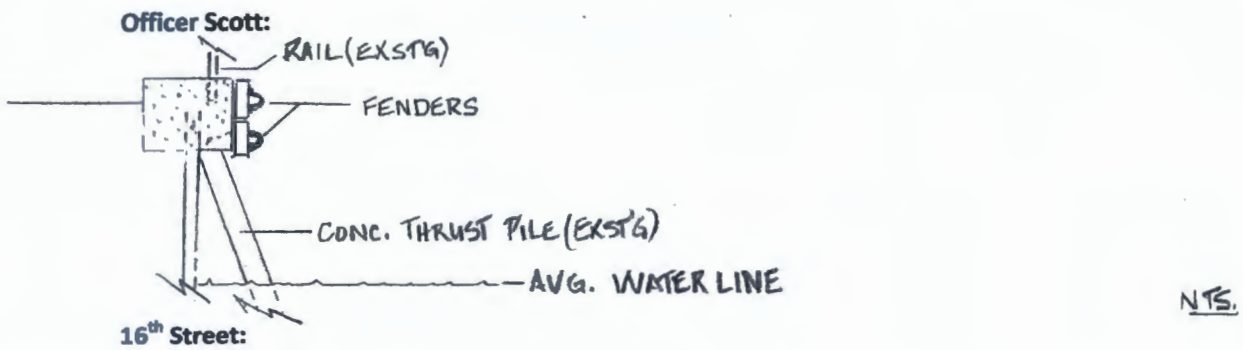
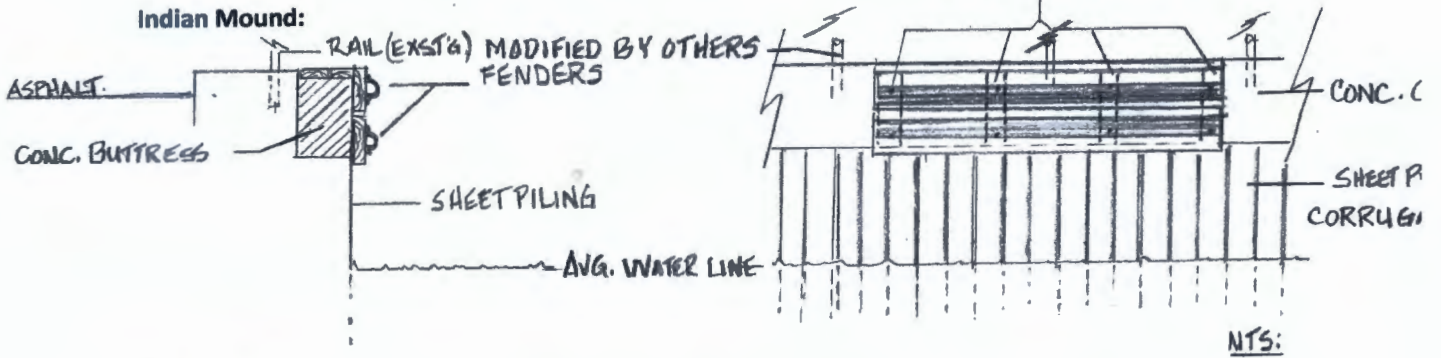
All top placed wood members to be even with wall cap elevations.

Location (A) to receive 2" x 8" CCA treated planking over the buttress heads to extend existing wall cap elevation.

All work to be done in a trade like manner with a 1 year warrantee on workmanship and product.

Engineering fees if required, Permit fees or hand rails or modifications are not included.

Docking Stations Reference Sketches and locations:



SAME AS ABOVE.

Hillsboro Inlet:

