

**AGREEMENT FOR  
RIVERWALK WATER TROLLEY SERVICES -  
OPERATIONS & MAINTENANCE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Water Taxi of Fort Lauderdale LLC, a Florida limited liability company**, ("Contractor" or "Company"), whose address and phone number are **413 SW 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33315, Phone: 954-467-6677, Email: [bwalker@watertaxi.com](mailto:bwalker@watertaxi.com)**.

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

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12484-813, Riverwalk Water Trolley Services – Operations & Maintenance**, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the **ITB**, dated **January 14, 2021**, ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated \_\_\_\_\_, 2021, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

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

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

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

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on **March 12, 2021 and shall end on March 11, 2024. The City reserves the right to extend the contract for two additional two-year terms**, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

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

### **V. METHOD OF BILLING AND PAYMENT**

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

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

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

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

### **VI. GENERAL CONDITIONS**

#### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the

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

### **B. Intellectual Property**

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

### **C. Termination for Cause**

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

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

### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to

the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Watercraft Liability**

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this

Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

### **H. Standard of Care**

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

### **I. Rights in Documents and Work**

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

## **J. Audit Right and Retention of Records**

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

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

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

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

## **K. Public Entity Crime Act**

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



of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

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

**M. Inspection and Non-Waiver**

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

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

**N. Assignment and Performance**

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

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

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

In the event Contractor engages any sub-contractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine,

penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such sub-contractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's sub-contractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

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

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

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

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

**Q. Materiality and Waiver of Breach**

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

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

**R. Compliance with Laws**

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

**S. Severance**

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

**T. Limitation of Liability**

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

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY OF ALL ISSUES RELATING TO THIS AGREEMENT.**

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

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with

the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

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

**X. Payable Interest**

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

**Y. Representation of Authority**

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

**Z. Uncontrollable Circumstances ("Force Majeure")**

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

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

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 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, 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 Contractor 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 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.

**CC. Non-Discrimination**

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. Notices**

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to:

Lisa Marie Glover  
Transportation Division Manager  
City of Fort Lauderdale  
Transportation and Mobility Department  
290 NE 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301

With a copy to:

City Attorney  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

To the Contractor:

William Walker  
Manager  
Water Taxi of Fort Lauderdale LLC  
413 SW 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33315

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**CITY OF FORT LAUDERDALE**

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form:

By: \_\_\_\_\_  
Shari C. Wallen, Esq.  
Assistant City Attorney

WITNESSES:

**WATER TAXI OF FORT LAUDERDALE LLC**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
**William Walker, Manager**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by **William Walker, President for Water Taxi of Fort Lauderdale LLC**, a Florida limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**EXHIBIT A**

## **Solicitation 12484-813**

# **Riverwalk Water Trolley Services - Operations & Maintenance**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 12484-813

### Riverwalk Water Trolley Services - Operations & Maintenance

Bid Number **12484-813**  
 Bid Title **Riverwalk Water Trolley Services - Operations & Maintenance**

Bid Start Date **Jan 5, 2021 4:33:15 PM EST**  
 Bid End Date **Jan 27, 2021 2:00:00 PM EST**  
 Question &  
 Answer End Date **Jan 20, 2021 5:00:00 PM EST**

Bid Contact **Laurie D Platkin, CPPB**  
**Senior Procurement Specialist**  
**Finance - Procurement Division**  
**954-828-5138**  
**lplatkin@fortlauderdale.gov**

Contract Duration **3 years**  
 Contract Renewal **See Specifications**  
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide operations and maintenance for Riverwalk Water Trolley Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).**

For additional information go to [www.BidSync.com](http://www.BidSync.com).

**Bid Opening Meeting Notice: This is a public meeting that is open to the general public via Zoom.**

**When it's time, you may join the Zoom meeting by pasting the following link in your browser:**

**Meeting Link: <https://fortlauderdale.zoomgov.com/j/16164468578?pwd=UFpXS05KaINGcVYyN3RXZFhNMjhIQT09>**

**Meeting ID: 161 6446 8578**  
**Password: 12484**

**Join by phone**  
**For higher quality, dial a number based on your current location.**  
**US: +1 669 254 5252 or +1 646 828 7666**

**For comments or questions contact Laurie Platkin, Sr. Procurement Specialist, at (954) 828-5138 or email: [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov).**

**Item Response Form**

Item **12484-813--01-01 - Operations & Maintenance: Estimated Annual Revenue Hours**

Quantity **8760 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty** 8760

**Description**

The Contractor shall operate two (2) commercial-type marine vessels in maximum service, with one (1) spare vessel and an estimated total revenue hours of 8,760 hours per year.

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide operations and maintenance for Riverwalk Water Trolley Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

### 1.2 BidSync

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various Vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).

### 1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via [BIDSYNC.COM](http://BIDSYNC.COM) at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

### 1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, CPPB, at (954) 828-5138 or email at [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

**1.5 Pre-bid Conference and/or Site Visit**

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### 2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

### 2.5 Pricing/Delivery

All pricing shall be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### 2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid. The City will not accept any additional costs.

**2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

**2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

**2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

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

**2.13 No Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews



Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.19 Local Business Preference**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

### **2.19.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## 2.20 Protest Procedure

**2.20.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.20.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

## 2.21 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## 2.22 Sub-Contractors

**2.22.1** If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

**2.22.2** Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

**2.22.3** Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

## 2.23 Bid Security – N/A

## 2.24 Payment and Performance Bond – N/A

## 2.25 Insurance Requirements

**2.25.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

**2.25.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.25.3** The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Watercraft Liability**

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**2.25.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.26 Insurance – Sub-Contractors**

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

**2.27 Insurance for Collection of Credit Card Payments – N/A**

**2.28 Award of Contract**

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

**2.29 Damage to Public or Private Property**

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

**2.30 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.31 Uncontrollable Circumstances ("Force Majeure")**

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

**2.31.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.31.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.31.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.32 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America

or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### **2.33 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

### **2.34 Approved Equal or Alternative Product Bids**

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

### **2.35 Contract Period**

The initial contract term shall commence upon date of award by the City or March 12, 2021, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional two (2) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

### **2.36 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

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

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

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

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

**2.37 Service Test Period**

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

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

**2.38 Contract Coordinator**

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

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

**2.39 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.



**2.40 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**2.41 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.42 Condition of Trade-In Equipment – N/A****2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement should be completed and submitted with Proposer's response to this ITB.

**2.45 Service Organization Controls – N/A****2.46 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.47 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**2.48 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**2.49 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall

permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**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 [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor 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 the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, 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 this contract if the Contractor 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 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 this 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 this 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.

## **2.50 PCI (Payment Card Industry) Compliance – N/A**

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 PURPOSE

The purpose of this solicitation is to acquire a qualified vendor with requisite experience, a minimum of five (5) years of experience, to provide turnkey marine passenger transportation service for the City of Fort Lauderdale (City) as stated herein. The Contract resulting from this invitation to bid (ITB) will be a three (3) year Contract with two (2) two-year options for renewal, both at the discretion of the City, totaling seven (7) years.

The City's marine passenger transportation service is referred to as the Riverwalk Water Trolley, which runs one fixed route across the New River. The route consists of four stops along each side of the New River (North and South) and provides a fast way to access destinations along the river. The Riverwalk Water Trolley also connects to the City's Community Shuttle service, thus, improving mobility and connectivity within the City, particularly in the Central Business District (CBD). The service is provided at the days, locations, and schedules set forth in the attached Exhibit A – Service Schedule and Map. The Contractor shall operate two (2) commercial-type marine vessels in maximum service, with one (1) spare vessel and an estimated total revenue hours of 8,760 hours per year.

The Contractor shall solely be responsible for providing the vessels and paying materials, tools, fuel, equipment, labor as well as professional and non-professional services and shall perform all other acts and supply all other goods and services necessary to fully and properly complete the scope of work stated herein.

### 3.2 SCOPE OF WORK

#### 3.2.1 General – Turnkey Marine Passenger Transportation Services

The selected vendor, hereinafter referred to as Contractor, will operate and maintain the City's Riverwalk Water Trolley, including the provision of commercial-type maritime vessels. Service is tentatively scheduled to begin operation on March 12, 2021. The following is a descriptive summary of provisions for key services:

#### 3.2.2 Compliance with Federal, State, and Local Requirements

Contractor shall comply with Service requirements set forth herein and in accordance with applicable federal, state, county and local laws and regulations. Compliance requirements include but not limited to:

**3.2.2.1** Service requirements set forth herein by the City

**3.2.2.2** Broward County (County) Ordinance 92-8 pertaining to the maintenance of a Drug Free Workplace Program

**3.2.2.3** Rule 62D-2 of the Florida Administrative Code (FAC)

**3.2.2.4** Federal Transit Administration (FTA) Third Party Contracting Guidance (Circular 4220.1F) which covers regulations for drug and alcohol testing, environmental protections, among others

**3.2.2.5** United States Coast Guard (USCG) maritime laws including 46 United States Code (U.S.C.) § 55103 and Code of Federal Regulations (CFR) Title 46

**3.2.2.6** Center for Disease Control and Prevention (CDC) guidelines for operating public transportation

### **3.2.3 Service Description**

Contractor shall provide commercial-type maritime vessels and perform all day-to-day operational, maintenance, and other support functions of the Riverwalk Water Trolley stated herein.

The Contractor shall operate the Riverwalk Water Trolley in accordance with the fixed-route set by the City, following designated stops and timetables. The service has one (1) route with two vessels that operate seven (7) days per week from 10 a.m. – 10 p.m. with a 20- to 30-minute headway. The route with designated stops and schedule is presented in Exhibit A – Service Schedule and Map.

### **3.2.4 Change to Level of Service and Service Planning**

The City reserves the right to suspend, alter or extend the route and days or hours of operation with reasonable notice to the Contractor to maintain service reliability and to respond to budgetary constraints. If the daily operating schedule or the amount of anticipated annual operating hours is reduced for any reason, the currently-agreed-upon hourly rate shall not change. When making such changes, the City will, at a minimum, provide thirty (30) days written notice for permanent schedule changes and two (2) days' notice for temporary changes. The City increase or decrease of route or schedule will be no more than 25% of the total Contract.

### **3.2.5 Vessel Inspection and Maintenance**

Prior to commencement of service, the Contractor shall obtain the Certificate of Inspection (COI) from the USCG. For reference, please see Exhibit B – USCG T-boat Inspection Guide. The City or its designee could inspect the vessels at any time. Request for inspections shall not be schedules in a manner which would have detrimental impact on the Contractor's ability to perform the service provider for herein. Additionally, the Contractor shall maintain the vessels in accordance with the Original Equipment Manufacturer (OEM) standards and keep the vessels in reasonable condition at all times.

### **3.2.6 Crewmembers**

The Contractor shall establish and provide their crewmember training materials for review and approval of the City prior to commencement of service. The training module should cover code of conduct, policies and procedures for various aspects of service such as customer relations, safety and security, and vessel maintenance. The crewmembers shall attend and successfully complete the Contractor's Training Program prior to beginning employment and shall participate in refresher training classes every two years. No crewmember shall operate a vessel without acquiring proper license and qualifications, and all crewmembers shall be fully trained and compliance with all applicable provision of the Americans With Disabilities Act of 1990 (ADA) and Title VI of the Civil Rights Act of 1964 (Title VI).

### **3.2.7 Revenue-Generating Activities**

Contractor shall operate the shuttle service as a free fare transit service and shall not be allowed to pursue advertising inside or outside the vessel, unless otherwise specified or authorized by the City. Gratuities for crewmembers shall not be allowed.

### **3.2.8 Performance Measures**

The Contractor shall measure and report key performance measurements to assess service quality and performance. At minimum, the City will request the following key performance measurements:

**3.2.8.1** Ridership

**3.2.8.2** Number of customer complaints

**3.2.8.3** On-time performance

**3.2.8.4** Missed passenger trips

Other performance measures include preventative maintenance adherence, missed availability of safety and accessibility equipment on vessels, adherence to recordkeeping requirements, vessel maintenance, conduct of crewmembers and other performance categories. These measures shall be the basis of determining fines resulting from Contractor not meeting performance standards included in this ITB and resulting Contract.

### **3.2.9 Reporting, Recordkeeping, and Auditing**

Contractor shall maintain certain records of information and data in the format requested by the City. They shall also furnish such records to the City in a timely manner for reporting, recordkeeping and auditing purposes.

### **3.2.10 Marketing**

Contractor shall cooperate in the marketing and advertising efforts of the City, including but not limited to the distribution of marketing materials and preservation of branding image.

### **3.2.11 Complaints**

Contractor may be required to be involved in addressing and responding to customer complaints.

### **3.2.12 Innovative Technology**

#### **3.2.12.1 Location and Service Equipment**

Contractor shall equip vessels with automatic vehicle locating (AVL) systems or camera technology with GPS on each vessel that tracks the real-time location of the vessels and monitor alternative service activities, respectively. It is the Contractor's responsibility to ensure that this equipment is operating at all times.

#### **3.2.12.2 Real-time Location Mobile and Desktop App**

The Contractor shall have a free mobile application (app) for passengers to stay informed of current location of vessels and any service changes. A web-based version of the app shall also be embedded in the City's Riverwalk Water Trolley website in a form of an interactive map or vessel tracker.

## **3.3 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND POLICIES**

### **3.3.1 Independent Contractor**

Nothing in this Service contract constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party.

Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Service contract.

### **3.3.2 Sub-contracting**

Contractor is prohibited from sub-contracting any portion of the Service and Routine Maintenance Services outside of those prescribed by and agreed to by the City.

### **3.3.3 Employee Wages and Benefits**

Contractor shall solely be responsible for the payment of all its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, worker's compensation, unemployment insurance, Social Security and any other mandated or optional employee benefits. Contractor shall pay all its employees' wages while attending the On-boarding crewmember training.

### **3.3.4 Laws and Regulations Relating to Nondiscrimination on the Basis of Disability**

Contractor shall comply with the applicable laws and regulations relating to nondiscrimination on the basis of disability:

**3.3.4.1** Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal Financial Assistance.

**3.3.4.2** The Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. (Sections 12101 etc. and subsequent), prohibits discrimination against qualified individuals with disabilities in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

**3.3.4.3** Department of Transportation (DOT) Public Transportation Regulations implementing Section 504 and ADA, "Nondiscrimination of the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, Part 37, Architectural and Transportation Barriers Compliance Board and DOT regulations, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.

### **3.3.5 Drug and Alcohol Testing**

Contractor shall comply with the applicable laws and regulations relating to drug and alcohol testing:

**3.3.5.1** Contractor shall participate in County's Drug and Alcohol Testing Program unless Contractor establishes and implements its own Drug and Alcohol Testing Program, which must be in compliant with 49 CFR Part 655. City's Contract Administrator written approval is required prior to commencement of Contractor's Drug and Alcohol Testing Program.

**3.3.5.2** Contractor shall prepare, maintain and provide a copy of the Drug and Alcohol Management Information System (MIS) reports to the County's Drug and Alcohol Program Manager and City's Contract Administrator annually before the date determined by City's Contract Administrator, but no later than February 15th of each year. Contractor's Drug and Alcohol Testing Program reports shall include the results from the previous calendar year. Records shall

be available for inspection during site visits to ensure compliance with program requirements.

**3.3.5.3** Contractor shall permit any authorized representative of the United States DOT or its operating administration, State Oversight Agency or County to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655 and review the testing process.

**3.3.5.4** Contractor shall submit a Drug Free Workplace Certification to the City's Contract Administrator in accordance with 41 U.S.C. 81 prior to commencement of work.

### **3.3.6 Federal Requirements: Third Party Contracting**

Transit projects that are financed either in full or in part by federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee (in this case, the City) must be carried out in accordance with applicable federal requirements as outlined in FTA Circular 4220.1F. The Contractor will be required to comply with these federal requirements, including but not limited to those set forth in Exhibit C – Federal Requirements.

### **3.3.7 Maritime Laws**

The USCG is a component of the Department of Homeland Security (DHS) and is the lead federal agency responsible for a wide array of maritime safety and security activities, including those involving ferries and their facilities under the Maritime Transportation Security Act of 2002 (MTSA). The Contractor shall fully comply with all laws associated with operation of a marine passenger public transportation, including but not limited to 46 U.S.C. § 55103, and all USCG rules and regulations regarding safety, inspection and operation of marine passenger transportation services. The Contractor shall provide the City Administrator with a COI from USGG for its vessels prior to commencement of work.

### **3.3.8 Parks and Recreation Facilities**

The Contractor shall comply with requirements of the City's Parks and Recreation in the use of its facilities as designated stops for the Riverwalk Water Trolley and in accordance with FAC Rule 62D-2 for vessels carrying passengers and boarding such passengers in City's Parks and Recreation facilities.

In coordination with staff from the City's Parks and Recreation and Transportation and Mobility Divisions, the Contractor shall explore and confirm whether existing access ramps/ docks are in compliance with ADA requirements and are adequate to support the services stated herein.

### **3.3.9 Authority for Piggyback Services**

Contractor acknowledges and agrees that during the term of this Contract, including mutually agreed extension, at the option of the City, other municipal corporations, public agencies, school districts, or not-for-profit entities, may purchase Contractors' services to provide day to day management, operation and maintenance of the marine passenger transportation service at the same price, upon the same terms and conditions as this Contract between the City and Contractor in line with this scope of work.

### **3.4 SERVICE PROVISION**

#### **3.4.1 Scheduled Service**

Contractor shall provide a fixed route service with designated stops and schedule set forth on the attached Exhibit A – Service schedule and map. Service shall commence upon City's issuance and Contractor's receipt of Notice to Proceed (NTP). Vessels assigned to this Contract shall not be used to pick-up or drop-off passengers or Contractor employees at unscheduled locations without prior written authorization by the City's Contract Administrator, except in case of emergency, equipment failure, or direction of civil authorities.

#### **3.4.2 Changes to Scheduled Service and Route**

The City, as at a minimum, shall provide thirty (30) days written notice to the Contractor for permanent schedule and route changes and two (2) days written notice for temporary changes. The City cannot guarantee the anticipated annual hours of service.

#### **3.4.3 Emergency Service**

In addition to scheduled Service, Contractor may be required to provide service on an emergency basis. Emergency Service shall be provided upon the direction of City Contract Administrator, during City designated emergencies, which may include, but shall not be limited to, evacuations and reverse evacuations; extreme conditions or catastrophic events; major weather events; terrorist attack(s); or other regional emergency.

#### **3.4.4 Special Events Service**

Contractor may also be requested to provide service to the public for special community events, such as the annual Fort Lauderdale Boat Show, the annual Air Show, the annual Holiday Boat Parade and similar events that create extraordinary demands upon the local transportation infrastructure.

### **3.5 VESSELS**

The Contractor shall keep the vessels in active service clean, sanitary, and in a state of good repair at all times.

#### **3.5.1 Commercial-type Marine Vessels**

Contractor shall provide up to two (2) commercial-type marine vessels specifically for delivering the services stated herein, with one (1) spare vessel as a substitute in case of breakdowns or as a supplement in case of request by the City for additional service to cater for special events or emergency situations. All vessels shall have a minimum capacity of 20 persons. Vessels must be owned, operated, and maintained by Contractor.

The City's Contract Administrator may at his / her sole authority notify the Contractor to remove any vessel from service for non-compliance with the requirements stated herein. Contractor shall replace said vessel with a City-approved vessel within three (3) business days.

#### **3.5.2 Vessel Performance Reporting**

Contractor shall provide yearly vessel inventory and engine hours reports for each vessel. Inventory and mileage reports shall include National Transit Database (NTD) Operating Expense Summary Forms and Safety Certification. These reports shall be provided to City's Contract Administrator annually, no later than February 8th and include the required data from the previous calendar year. The inventory report shall include the vessel identification name, hull identification number (HIN), month and year



of manufacture, make, model, maximum capacity, and description of any wheelchair accessibility features. All performance reporting requirements are set forth in Exhibit D – Schedule of Reports.

### **3.5.3 Environmental Impact**

Contractor shall be solely responsible for the operation of each vessel in accordance with all federal, state, and local regulations with regards to the discharge of pollutants while operating, cleaning, fueling and maintaining the vessels at its sole cost and expense. Contractor shall be responsible for paying any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the service provided herein.

### **3.5.4 Insurance**

**3.5.4.1** Contractor shall provide and maintain insurance for all vessels and equipment affixed to it at the Contractor's sole cost and expense. Contractor shall not commence services until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager.

**3.5.4.2** The Contractor must provide City with written verification of liability protection that meets or exceeds any requirements of Florida law. If Contractor holds any excess liability coverage, Contractor must ensure that the City is named as an additional insured and certificate holder under such excess liability policy.

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

### **3.5.5 Installation and Removal of On-Board Equipment**

Contractor shall be solely responsible for the installation and removal of location and service equipment such as AVL and camera systems as well as other on-board software/hardware determined necessary by the City and safety equipment that meets or exceeds applicable federal and state safety requirements and guidance. Contractor shall be solely responsible for paying for the installation and removal of these equipment and shall comply with proper operation of such equipment with direction from City.

### **3.5.6 Display and Signage**

**3.5.6.1** All Vessels used to perform services stated herein must display their assigned vessel name on their fronts, sides and rears to the greatest extent possible. The signage, logos, and markings, at the discretion of the City, may be modified from time to time, at no expense to the Contractor. Letters and numbers of the vessel name must contrast in color to the background location to which they are affixed. The Vessel name must be identified on any reports provided to the City.

**3.5.6.2** All Vessels used to fulfill services required herein shall display interior signage and brochures approved and provided by City which may include required Title VI information.

**3.5.6.3** Contractor shall facilitate the installation or removal of branding wraps or banners. Furthermore, at the end of the Contract term, the Contractor shall facilitate the removal of all branding, markings, and brochures related to the services provided herein. All costs associated with the initial installation and materials as well as the consequent removal at the end of the Contract term shall be paid for by the City.

### **3.5.7 Vessel Inspections**

**3.5.7.1** The Contractor shall establish Pre-trip and Post-trip inspection forms for the review and approval of the City. Contractor shall conduct Pre-Trip and Post-Trip vessel inspections each day. The daily inspections include but is not limited to the following: fluid levels of vessels, exterior and interior lights, etc.

**3.5.7.2** Contractor shall maintain written inspections records for each vessel. These records shall be kept onsite and made available for inspection to City's Contract Administrator. Contractor shall keep and maintain inspection records for a period of one (1) year from start of service.

**3.5.7.3** Contractor shall perform remediation services on identified defects as an integral part of the inspection process prior to placing the vessels into service.

**3.5.7.4** City reserves the right to routinely inspect vessels at any time by either its staff or designee. City will request vessel inspections in writing. Inspections will be performed in a matter that will not adversely impact scheduled service.

**3.5.7.5** If during inspection, City discovers extraordinary wear and tear and/or interior and exterior damages (e.g. dents, torn upholstery, worn flooring), Contractor will be notified in writing. Upon notification, Contractor shall commence remediation and/or repairs.

### **3.5.8 Cleaning of Vessels**

**3.5.8.1** Each vessel shall be cleaned daily prior to beginning of service.

**3.5.8.2** The Contractor shall maintain the appearance of the vessels at all times.

**3.5.8.3** The Contractor shall develop and maintain COVID-19 sanitation, cleaning and operational procedures for vessels and staff. The City shall have the right to audit these COVID-19 procedures and impose additional safety regulations. Cleaning and decontamination procedures should follow the CDC/ United States Environmental Protection Agency (EPA) Guidelines, which could be accessed in: <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>, all as currently enacted or as may be amended from time to time.

**3.5.8.4** Cleaning shall consist of exterior washing at least once per week and interior washing at least once per day. At a minimum, all refuse, newspapers, discarded items, or passenger property must be removed from the vessels, spills must be cleaned, and walkways must be swept. Items of specific interest to the City and other authorities shall be retained as requested.

**3.5.8.5** Insects and vermin must be removed as necessary. Contractor shall have a continuing obligation to maintain the cleanliness of the Vessels and their status as pest-free.

**3.5.8.6** Contractor shall comply with any reasonable request of the City to clean the Vessels.

**3.5.9 Preventative maintenance and repair service**

The Contractor, at its sole cost and expense, shall be responsible for developing and adhering to a Vessel Maintenance Plan in conformance with OEM guidelines and industry practices. The plan shall be reviewed and approved by the City prior to the commencement of service.

The Maintenance Plan details the timing of the scheduled preventative maintenance procedures to be undertaken by the Contractor. The timing of which shall be no less frequent than that specified by the applicable manufacturers of the vessels.

The Parties acknowledge that insofar as the City, Broward County, or any other entity shall have title to the Vessels, the City, Broward County, or the respective other entity may be the direct beneficiary of any warranty entitlements concerning same. The City, Broward County, or other entities may agree to "pass-through" to Contractor any such benefits arising in connection with warranties of the vessels and their equipment.

The Maintenance Plan, at a minimum, shall include the following documentation and procedures to ensure that operating, safety, and aesthetic integrity of all vessels and equipment affixed to it are properly and adequately maintained:

**3.5.9.1 Maintenance Logs**

A Maintenance Log is a log of procedures to be performed by crewmembers to ensure that the vessels are clean, sanitary, safe, and in a state of good repair, at the beginning and end of the service. The Contractor shall devise and keep a Maintenance Log for each vessel in a format approved by the City. During each day that a vessel is used, the Contractor shall register applicable entries in the Maintenance Log.

**3.5.9.2 Repair Logs**

The Contractor shall timely perform, as frequently as daily, all repairs to the vessels and all equipment affixed to and utilized in connection with the vessels, that are indicated as a result of the daily inspections, that may be reasonably requested by the City, or that otherwise arise during the course of delivery of the service. All of the rapid made to the vessel or any equipment affixed to it or utilized in connection with it. Details of the repair shall be entered by the Contractor in a Repair Log. The Contractor shall devise and keep a Repair Log for each vessel in a format approved by the City. In the event that replacement parts are required for repairs of the vessels and their equipment, Contractor shall utilize replacement parts that meet or exceed the specifications of the applicable OEM.

**3.5.9.3 Fuel Utilization Log**

The Contractor shall provide all oils, lubricants, OEM Parts, equipment, and supplies necessary to perform repairs and preventative maintenance on the vessels and all equipment affixed to and utilized in connection with the vessels.

Contractor shall provide fuel to complete the services required herein and shall maintain throughout the Contract term, a Fuel Utilization Log, specifically identifying dates, quantities, types, and grades of fuel and other petroleum products utilized in fulfillment of this Contract. The Contractor shall devise and keep a Fuel Utilization Log for each vessel in a format approved by the City.

#### **3.5.9.4 Vessel Breakdown**

If vessel in service breaks down, the Contractor shall dispatch a replacement vessel. The maximum response time from the occurrence of a vessel breakdown until the arrival of a replacement vessel shall be forty-five (45) minutes. Contractor must advise the City of a vessel breakdown in writing within fifteen (15) minutes of said vessel being taken out of service. The spare vessel can be sent as a replacement vessel and shall be marked with the Riverwalk Water Trolley branding.

The Contractor, at its sole expense, may also lease replacement vessel from a licensed and insured marine service provider. Use of this option shall not alter the maximum response time for replacement service stated above. The Contractor shall also temporarily affix vessel markings as aligned with the Riverwalk Water Trolley branding.

#### **3.5.9.5 Major Maintenance and Repair**

- a) Major maintenance and repairs are defined as any maintenance and/or repair activity in which the cost of parts and labor shall exceed Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00). Contractor must notify City Contract Administrator in writing of any/all major maintenance and repairs prior to maintenance or repair being done.
- b) If maintenance and repairs are beyond the capacity of the Contractor, Contractor shall have the maintenance and repairs completed by a licensed and qualified vessel repair provider. Contractor shall be solely responsible for the cost and expense for obtaining outside vessel repairs.
- c) Any vessel that becomes inoperable must be repaired and back in revenue service within ten (10) business days.
- d) In the event that a vessel will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, Contractor shall notify the City's Contract Administrator in writing, and include the reason for the delay.

#### **3.5.9.6 Maintenance Report and Recordkeeping**

The Contractor shall submit a Maintenance Report containing the Maintenance Log, Repair Log, and Fuel Utilization Log, as requested by the City. The Maintenance Report shall indicate the unique vessel name corresponding each log entry. Each log entry shall be subject to, and available for, the review of the City or its designee at any time during the term of this Contract and shall be maintained by Contractor for a maximum of two (2) years subsequent to the expiration of the Contract term.

### **3.6 BASE OF OPERATION AND COMMUNICATIONS**

The Contractor shall provide at its sole cost and expense, a base of operation for vessels and crewmembers in the form of a tracking and communication system that will allow for the timely and efficient dispatching, coordination, and response necessary to operate the services stated herein. At a minimum, the communications system must allow immediate communication and tracking between dispatcher and crewmembers at all times.

The Contractor must ensure that all vessels operating under this Contract have a properly operating mobile phone at all times while in revenue service. This mobile phone will be used by crewmembers to field direct pick-up requests and inquiries from customers as well as notify the City of service interruption. The Contractor must provide standard operating procedures for operations before the commencement of service, (i.e. accident reporting, maintenance calls, etc.) or as otherwise requested by the City. All incoming mobile phone calls shall be answered by crewmembers at all times while in revenue service. Failure to answer this mobile phone will be subject to fines.

### **3.7 SAFETY AND SECURITY**

The Contractor shall comply with federal and state regulations of the CDC, DHS, FTA, US and FL Department of Transportation (DOT), Occupational Health and Safety Administration (OHSA), among others.

#### **3.7.1 System Safety Program Plan and Security Program Plan**

The Contractor shall develop and adopt a basic System Safety Program Plan (SSPP) and Security Program Plan (SPP) that provides a procedural plan to ensure operation and traffic safety, security preparedness of crewmembers, onboard safety of passengers, and protection of assets. These plans shall be reviewed and approved by the City prior to the commencement of service.

#### **3.7.2 Safety and Security Inspections**

The Contractor shall authorize inspections, and safety and security review by City, County, and the state of Florida.

### **3.8 PERSONNEL**

#### **3.8.1 Required Pre-commencement Meeting and Employee Replacement**

Prior to commencement of service, City will meet the Contractor's Project Manager, Operations Manager, Maintenance Manager, Safety Manager, Training Manager, and Human Resources Manager. These key personnel staff do not need to be exclusively dedicated to this service. However, staff member who will fulfill each role needs to be identified and approved by the City prior to any contract award. The designated staff member shall be the point of contact for the City throughout the duration of the Contract, unless in instances where there are staff turnovers. If Contractor removes/changes any of these personnel, Contractor shall notify City's Contract Administrator within one (1) business day. Contractor shall replace the individual within seven (7) calendar days.

Contractor shall permanently fill any vacant position within sixty (60) days from the time the interim is provided.

#### **3.8.2 Organizational Chart**

The Contractor can propose to have the same staff member fulfill multiple related key roles and shall present an organizational chart that depicts all personnel with respect to oversight and operation of service to the City prior to commencement of service.

### **3.8.3 Contractor Personnel Files**

Contractor shall maintain current employee rosters and personnel files for each employee at all times and shall submit these files to the City upon request. Aside from actively monitoring personnel records, the Contractor shall also provide a report to the City every six months that indicates the motor vehicle and marine vessel records of captains and crewmembers.

#### **3.8.7.1 Employee personnel files**

Personnel files shall include employee's name, marine license and expiration date (if applicable for role), background verification record, criminal background information, Immigration and Naturalization Service's Employment Eligibility Form (I-9) as applicable.

#### **3.8.7.2 Change in Status**

The Contractor shall document and report any changes in employee status to the City's Contract Administrator. Contractor shall provide a copy of vessel operator personnel files to City's Contract Administrator at time of hire and upon any change in status. Personnel files shall be provided within five (5) business days prior to commencement of service. Change in status may include but is not limited to license suspension, infractions and termination of employment.

### **3.8.4 Code of Conduct**

The Contractor shall set policies that that deter conduct unbecoming of an employee. Examples of conduct unbecoming an employee include, but are not limited to the following:

**3.8.4.1** Any instance of use of language that is obscene, risqué, or religiously, ethnically, or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer or another employee

**3.8.4.2** Any instance of belligerent or malicious behavior toward a customer or another employee

**3.8.4.3** Violating any COVID-19 safety guidelines or procedures

**3.8.4.4** Littering on Vessel, dock areas, or other system property

**3.8.4.5** Eating in the presence of passengers or while operating a marine vessel

**3.8.4.6** Smoking while vessel is in service

**3.8.4.7** Using personal cell phone in the presence of passengers or while operating a marine vessel

**3.8.4.8** Willful failure to assist customers

**3.8.4.9** Willful destruction or damage to any property

**3.8.4.10** Violation of uniform dress standards

**3.8.4.11** Reckless or unsafe operating of the vessel

**3.8.4.12** Failure to report a vessel accident or passenger injury

**3.8.4.13** Soliciting tips for service

**3.8.4.14** Playing the radio at an unreasonable volume or on a religious or risqué radio station. Light listening tunes at an acceptable volume are allowed

**3.8.4.15** Reading or sleeping while operating the marine vessel

City reserves the right to request the Contractor to remove from activities associated with the Contract any employee that fails to meet the performance standards for these positions as determined by the City. The Contractor will have a maximum of sixty (60) days to fill any vacant staff position.

### **3.8.5 Uniform**

Contractor shall set uniform dress standards for all crewmembers. Uniform standards shall be subject to City approval. All uniforms shall be provided at the sole cost of the Contractor.

### **3.8.6 Project Manager**

**3.8.6.1** Project Manager requires three (3) or more years of recent (within the last 5 years) and relevant direct experience managing all aspects of a turnkey marine passenger transportation service similar in scope, size, and complexity to the work to be performed.

**3.8.6.2** Contractor shall designate a Project Manager to oversee the complete operation of the service detailed herein. Project Manager shall have proficient experience in marine passenger transport operations required herein. Contractor shall provide resumes, background verification, and background check information for the selected individual(s) that will be designated Project Manager. Resume must demonstrate employees' direct experience with similar projects. The City shall be the sole judge of deeming such experience acceptable for a Contract of this nature.

**3.8.6.3** Project Manager shall be the primary person of contact and work in conjunction with City's Contract Administrator. Project Manager shall be responsible for overall operational supervision, which includes scheduling, dispatching, overseeing maintenance and repair obligations, reporting and monitoring all service required herein.

**3.8.6.4** Project Manager shall develop, maintain and keep current records for investigation and reporting any accidents/incidents including passenger accidents, unsafe practices, loss of life, injuries, stoppage or major disruptions of service, non-routine events, including any order imposed by a competent regulatory authority or anyone in an authority regulatory capacity which prevents the continuation of transportation service herein. The Contractor shall report all accidents/incidents to City's Contract Administrator within 24 hours unless there are transports to the hospital or fatalities in which the City's Contract Administrator must be notified within one (1) hour of the event.

### 3.8.7 Captain/ Vessel Operator and Crewmembers

**3.8.7.1** All captains and vessel operators shall be properly licensed and possess satisfactory work qualifications and experience to perform service. Captains/ Vessel Operators shall be licensed as an operator for at least three (3) years.

**3.8.7.2** Contractor shall not employ or retain any captain/ vessel operator and crewmember to perform any obligations herein, whose record does not meet the requirements below at the minimum:

- a) One or more Driving Under the Influence (DUI) OR Driving While Intoxicated (DWI) convictions;
- b) Any conviction or plea of nolo contendere in a competent court of jurisdiction recognized by State of Florida for leaving the scene of an accident;
- c) When acting under the authority of a marine license, certificate of registry, or merchant mariner's document, has violated or failed to comply with any law or regulation intended to promote marine safety or to protect navigable waters or has committed an act of misconduct or negligence;
- d) Has been convicted of an offense that would prevent the issuance or renewal of a marine license, certificate of registry, or merchant mariner's document;
- e) Has been convicted of an offense described in Section 30304(a)(3)(A) or (B) or Title 49 of the U.S.C.;
- f) Has committed an act of incompetence relating to the operation of a vessel;
- g) Is a security risk that poses a threat to the safety or security of a vessel or a public or commercial structure located within or adjacent to the marine environment;
- h) Conviction of any felony offense
- i) Two (2) moving violations or accidents within three (3) years;
- j) Failure to pass drug and alcohol test; or
- k) Verified discourteous or inappropriate remarks to individuals in public, patrons, City representatives, City funding partners, or other employees of Contractor.

#### 3.8.7.3 Crewmember Responsibilities

All crewmembers shall be familiar with the route, shall announce all stops, and shall answer passenger questions in a courteous and informative manner. Responsibilities and duties of crewmembers include, but are not limited to the following:

- a) Operate Vessels in a safe and timely manner
- b) Be courteous to all passengers and the general public
- c) Cooperate with the City Contract Administrator and City staff
- d) Distribute or collect handouts, surveys, etc. as may be required
- e) Be neat and clean and in proper uniform
- f) Gratuities will not be accepted
- g) Have a thorough knowledge of route schedules and maps
- h) Do not allow passengers to smoke on vessels
- i) Do not permit loud or raucous behavior on vessels
- j) Count and record passenger boardings and alightings as prescribed by the City
- k) Charge the correct fare (if any) to passengers
- l) Maintain route and timetable without deviation
- m) Perform any required COVID-19 sanitation procedures
- n) Perform thorough pre- and post-trip inspections and passenger count logs
- o) Assist passengers boarding and alighting vessel as needed



### **3.8.8 Dispatchers**

Contractor shall have a dispatcher during all periods that vessels are in service. Dispatchers must meet the same minimum hiring requirements as captains/vessel operators and crewmembers, and should, preferably, have previous experience as a crewmember.

The dispatcher shall maintain communication with City's Customer Service Center to provide real-time vessel location information in response to passenger inquiries. The dispatcher duties shall also include immediate service interruption notification to the Contract's Project Manager and the City's Contract Administrator.

### **3.8.9 Training**

#### **3.8.9.1 Training Program**

Contractor shall submit a training program for Vessel Operator and Crewmember Training to City's Contract Administrator for review/approval prior to commencing service. The program shall cover different aspects of operations and maintenance – from customer service procedures to the implementation of safety protocols. It should also detail procedures that comply with ADA and Title VI mandates for operating public transportation. The City reserves the right to require additional training be added to the Contractor's training program.

#### **3.8.9.2 Ongoing Training**

The Contractor shall hire train and supervise all captains/ vessel operators and crewmembers to perform service required herein. All active personnel shall attend a refresher course every two (2) years.

#### **3.8.9.3 Personnel Training Files**

The Contractor shall maintain a complete training file on each captain/ vessel operator and crewmember. Training files must document, with instructor signatures, hours and dates of classroom instruction, training on how to serve elderly and disabled passengers as well as those with limited English proficiency, etc. Training records must be available to the City upon request.

### **3.9 REPORTING, RECORDKEEPING, AND AUDITING**

The Contractor shall maintain complete and accurate records of all the Riverwalk Water Trolley services stated herein. The Contractor shall supply reports in compliance with the schedule and requirements set forth in Exhibit D – Schedule of Reports in a format requested by the City.

#### **3.9.1 Compliance to Reporting, Recordkeeping, and Auditing Programs**

Contractor shall attend and participate in coordination meetings with City staff, as requested. Contractor shall be available for and comply with City monitoring and auditing programs and other levels of government – County, State, and Federal, as necessary.

#### **3.9.2 Timely Delivery of Requested Information and Data**

Contractor shall respond to City's Contract Administrator request for information in a timely manner as outlined in Exhibit D – Schedule of Reports.

### **3.10 INVOICING**

#### **3.10.1 Invoice Accuracy and Schedule**

Contractor shall provide accurate and complete monthly invoices for service herein.

Invoices shall be received within 10 business days, no later than the 15th day of each month.

### **3.10.2 Hourly rate**

Hourly rate offered on the bid response are all inclusive and constitute complete compensation.

## **3.11 FARES**

Contractor shall operate the Riverwalk Water Trolley service as a free fare public transportation service, unless otherwise stated by the City. The City has sole discretion in imposing fare for the service. Any fare changes will be communicated to the Contractor by the City at least sixty (60) days prior to the implementation date of the proposed fare change. Furthermore, the City shall abide by procedures mandated in 49 U.S.C. 5307 if it determines that a fare change is appropriate for the Riverwalk Water Trolley service.

## **3.12 SUSPENSION OF OPERATIONS**

### **3.12.1 Notification**

Contractor shall notify City's Contract Administrator no later than (two) 2 hours of its intent to suspend operations. Contractor must receive written approval from City prior to proceeding with suspension of operations. Failure to obtain written approval by City shall be a violation of the terms and conditions.

### **3.12.2 Reason(s) for Suspending Service**

Contractor may suspend all or a portion of service when said performance is made impossible by anticipated and unanticipated inclement weather, hurricane, earthquake, fire, flood, or other natural phenomenon of a severe and unusual nature, act of a terrorism, epidemic, quarantine, restriction, embargo, protests, or any other unforeseeable cause beyond the control of the Contractor.

### **3.12.3 Compensation**

Contractor shall not be compensated for the delivery of service which were not provided during the periods when operations have been formally suspended.

## **3.13 DAMAGES**

### **3.13.1 Damage to City Property**

Contractor shall not damage City and/or its customer property while performing service.

### **3.13.2 Damage Remedy**

If property is damaged due to the fault by way of action or inactions of the Contractor, fines, penalties, other related cost and expenses shall be the sole responsibility of the Contractor.

The City and Contractor shall both determine a reasonable period of time for Contractor to cure the property damage. If Contractor fails to correct the damage within the agreed time period, Contractor will be subject to fines.

## **3.14 CUSTOMER SERVICES**

### **3.14.1 Service information**

Vessels providing service shall maintain a supply of literature designated by the City including, but not limited to the following: map and schedule, Title VI notification, and

City's Customer Service contact information. The Contractor shall coordinate with the City to ensure an adequate inventory of map and schedule brochures.

The Contractor shall cooperate with the City to publish, circulate and/or provide for the placement on the Vessels, certain marketing, promotional and informational materials, pamphlets, leaflets, and maps in connection with the City, Broward County Transit, the Downtown Development Authority, the Community Shuttle Routes, or other materials as it may deem appropriate.

### **3.14.2 Complaints**

**3.14.2.1** City will provide Contractor signage with Customer Service Center contact information. Customer Service Center signs shall be conspicuously placed on each vessel. City shall receive and process all complaints through its Customer Service Center's information number (954) 828-8000 and through a standard complaint system embedded in the City's Riverwalk Water Trolley website. City's Contract Administrator shall forward all relevant complaints to Contractor upon receipt. Customer complaints shall be addressed and resolved within five (5) business days. All complaints shall be resolved, summarized and reported to City's Contract Administrator with the monthly service statistics.

**3.14.2.2** Contractor shall respond to City's Contract Administrator upon completion of Contractor's investigation of the complaint.

**3.14.2.3** Contractor shall establish appropriate discipline or solution to meet the obligations of service. City's Contract Administrator shall be notified and made aware of any discipline or solution that impacts the Contractor's ability to provide service herein. All disciplinary actions/incidents shall be properly documented in employees' personnel files and made available to the City's Contract Administrator for review on-site at Contractor's designated location. Disciplinary documentation shall include the reason for the discipline and the action taken by the Contractor. Documents must be provided to the City's Contract Administrator within seven (7) calendar days of the event being resolved

## **3.15 PERFORMANCE MEASURES**

### **3.15.1 Performance-based Service**

The City shall review and evaluate the Contractor's performance standards and service at daily, weekly or monthly intervals at its discretion.

### **3.15.2 Performance-based Service**

It is hereby understood and mutually agreed to by and between both parties hereto that timely performance is an essential condition of this service. Upon award, the Contractor shall be obligated to perform all services and obligations in compliance with the specifications and requirements herein. Failure to meet the performance requirements herein, will be considered as direct non-compliance with the terms and conditions and may result in default, cancellation of service contract, and all other applicable remedies available to the City.

### **3.15.3 Service Failure/Disruption**

If there is an incident of service disruption and upon the review of the City's Contract Administrator it is determined that it was a result of actions or inactions of the Contractor,

the City will consider this as direct non-compliance with the terms and conditions of this service contract and will require immediate attention.

### **3.15.4 Notice of Non-Compliance with Contract Requirements**

The City shall issue the Contractor a Notice of Non-Compliance with Contract Requirements notice for non-compliance to the terms and conditions set forth herein, including failure to meet performance standards. The Contractor's response to this notice and its action to correct the identified deficiencies is required within five (5) business days of receipt to avoid additional action by the City. The notice and the Contractor's response will become a permanent part of your City of Fort Lauderdale's Vendor file and may be used as a basis for determining the Contractor's eligibility to continue as a City vendor.

### **3.15.5 Performance Standards Components**

The following performance standards components required for this service may include but are not limited to the following:

#### **3.15.5.1 On-Time Performance (OTP)**

Contractor shall maintain a minimum OTP of 80% for all services per route. OTP is defined as departing from a stop or time point between the window of zero (0) minute early and five (5) minutes late. The Contractor must provide documentation identifying performance metric of "OTP" monthly or as otherwise requested by City's Contract Administrator.

#### **3.15.5.2 Ridership/ Passenger Per Hour**

Number of passengers entering the vessel per service hour

#### **3.15.5.3 Complaints Per 5,000 Boardings**

Number of operational complaints lodged per 5,000 passenger boardings. Repeat Complaints – Defined as four (4) or more complaints related to the same issue/issues within a quarter are considered to be serious.

#### **3.15.5.4 Missed Service**

Contractor shall maintain daily services per service requirements. Authorized disruption in services shall be approved as deemed appropriate by the City's Contract Administrator. However, if the vessel arrives 45 minutes after the scheduled time, it would be considered as missed service.

#### **3.15.5.5 Reporting Requirements**

Contractor shall comply with reporting requirements stated herein and those summarized in Exhibit D – Schedule of Reports.

### **3.15.6 Fines for Non-Compliance with Contract Requirements**

In addition to a Notice of Non-compliance with Contract Requirements, it is hereby understood and mutually agreed to by and between both parties hereto, actions or inaction of the Contractor in performing service or obligations outlined herein, may lead to additional fees borne to the Contractor in the amount shown in Table 1 – Performance Standards and Fines. The fine charged for each violation bears a reasonable relationship to the value, or lack thereof, of the overall service and obligations required and reflects the diminished value of such service to the City and the customers. The City is the sole

determinant of the applicability and calculation of this fee. The fines will be assessed against the Contractor's monthly invoice at the sole discretion of the City.

**Table 1: Performance Standards and Fines**

<b>Type of Default</b>	<b>Fine</b>
Missing a scheduled trip	\$250 per trip
Failure to provide a scheduled Vessel for extra service	\$500 per day
Failure to report a marine incident/ accident within 24 hours of occurrence	\$100 per day late
Dispatching a Vessel with a safety or amenity defect	\$500 per incident
Failure to provide a required report by due date	\$50 per day late
Service employee code of conduct violation	\$100 per incident
Failure to provide a Project Manager as required	\$100 per day
Failure to provide a replacement Vessel per Vessel breakdown requirements	\$500 per incident
Failure to maintain signage or brochure display	\$100 per Vessel per day
Failure to answer on-board cellphone	\$50 per occurrence
Failure to advise City in writing of a Vessel being taken out of revenue service within fifteen (15) minutes	\$100 per occurrence

### **3.16 INNOVATIVE TECHNOLOGY**

#### **3.16.1 Real-time Location Mobile and Desktop App**

**3.16.1.1** Contractor shall equip vessels with GPS to provide real-time information of the buses to passengers via a mobile app and a web-based interactive vessel tracker.

**3.16.1.2** Contractor shall validate the data for analytical purposes as requested by City staff.

**3.16.1.3** The mobile application shall include the following features:

- a) City of Fort Lauderdale brand
- b) Free to be downloaded in Android and Apple App stores
- c) Links to City's customer service
- d) Links to technical support that shall be maintained by the Contractor
- e) Menu to view agency trip issues such as delays, events, lost and found, and other announcements
- f) Link to the City's Riverwalk Water Trolley website
- g) Automated messages for targeted marketing and notification purposes
- h) Functionality to dispense short passenger surveys

**3.16.1.4** Contractor shall provide a web-based version of the mobile app via an interactive bus tracker to be embedded in the City's Riverwalk Water Trolley website.

### **3.17 CONTRACT START-UP**

#### **3.17.1 Start-up Plan**

The Contractor is required to organize, schedule and implement a start-up plan. This plan must address all activities and procedures that will be followed to ensure the smooth start-up of the service including, but not limited to the following:

**3.17.1.1** The plan must document recruitment and training schedules, acquisition of necessary equipment, leases or purchases of facility, facility improvements, acquisition of permits and licenses, and all other activities necessary to implement a successful marine passenger public transportation service.

**3.17.1.2** The plan must include a detailed chronology/calendar and explanation of all items listed.

**3.17.1.3** The detailed chronology/calendar must address all activities to be completed after the Notice to Proceed date.

**3.17.1.4** The end date of the start-up plan is the service start date.

### **3.17.2 Notice to Proceed**

Start-up activities of the Contractor must begin immediately upon "Notice to Proceed" and must be completed by the service start date. The Contractor is responsible for carrying out an effective and smooth startup. The City will hold weekly meetings with the successful Contractor commencing with the award of the contract.

## **3.18 CITY'S SERVICES**

### **3.18.1 Contract Oversight**

The City's Contract Administrator will monitor the Contractor's compliance with Service requirements set forth herein This includes the tracking of performance standards and reviewing all policies established by the Contractor relative to the public transportation services.

### **3.18.2 Service Planning**

The City shall review the service planning, including adjustments to the route, schedule and such other factors that affect the quality of service provided. The City, in coordination with the Contractor, shall be responsible for designation of the stops.

### **3.18.3 Marketing**

The City will be responsible for marketing program development and implementation, including public outreach as well as website and social media maintenance. The Contractor shall cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by the City from time to time. The City shall be the exclusive spokesperson in connection with the work stated herein except that Contractor may engage in marketing and public relations to increase utilization of the service upon approval by City.

### **3.18.4 Citizen Participation**

The City will be responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The Contractor's Project Manager or designated staff shall attend these meetings and/or public hearings and participate in them as appropriate.

### **3.18.5 Complaint Resolution**

The City shall be responsible for receiving customer complaints regarding the provision of transit service and responding back to the customer upon investigation by the Contractor. In some cases, the City may require the Contractor to be involved in the customer response process.

**3.18.6 Payment of Invoices**

**3.18.6.1** The City shall review monthly invoices submitted by the Contractor to ensure accuracy of requested reimbursement. Ridership statistics and other relevant documentation may be requested to verify submission. Adjustments may be made by the City based on monthly audits of ridership, operational data, and fines deducted. The City shall pay approved Contractor invoices, as adjusted, in accordance with the State of Florida Prompt Payment Act.

**3.18.6.2** Payment to Contractor shall be on an hourly basis, per vessel in service. The funds shall be used by Contractor solely for the purpose of maintaining, operating and properly equipping the vessel and for no other purpose. The City shall not be responsible for payment of any other monies to Contractor under the ITB.

*END OF SECTION*

Exhibit A  
“Service Schedule and Map”





**Stops on the NORTH side of the New River:**

- 1 Riverwalk Laura Ward Park
- 2 Huizenga Plaza
- 3 Riverfront Plaza
- 4 Esplanade Park

**Stops on the SOUTH side of the New River:**

- 5 Tarpon River
- 6 New River Yacht Club
- 7 Downtowner Saloon
- 8 Smoker Park

\* Boats will stop at all stops.

Exhibit B  
“USCG T-Boat Inspection Guide”

## Checklist for T-Boat Inspections

This checklist is designed to be used by the owner or operator to pre-inspect their vessel prior to arrival of a Coast Guard Marine Inspector.

This checklist is not all inclusive. Additional information regarding each item can be found by referencing the applicable regulation. The owner and operator of a vessel is responsible for being familiar with the regulations pertaining to that vessel. This checklist is meant to be used as a guide only, is not intended to be used as the sole reference for properly maintaining and operating a vessel.

**Note:** Vessels that carry more than 12 passengers on an international voyage, i.e. Mexico, must meet the requirements listed here in addition to applicable SOLAS regulations.

Inspection Item	Regulation
<b>Documents and Administration</b>	
<input type="checkbox"/> Certificate of Documentation or State Certificate of Registration	46 CFR 67.01-5
<input type="checkbox"/> Certificate of Inspection (COI)	46 CFR 176.100
<input type="checkbox"/> Stability Letter	46 CFR 176.306
<input type="checkbox"/> Master's License	46 CFR 185.402
<input type="checkbox"/> FCC Radio: Marine Radio Operator Permit (MP)	46 CFR 184.50
<input type="checkbox"/> FCC Station License/ Radio Telephony Safety Certificate	47 CFR 80
<input type="checkbox"/> FCC Bridge-to-Bridge Certificate (vessel's over 65')	33 CFR 26
<input type="checkbox"/> Oil Pollution Placard	33 CFR 155.450
<input type="checkbox"/> Garbage Pollution Placard	
<input type="checkbox"/> Waste Management Plan	
<input type="checkbox"/> <i>Required on vessels 40 feet in length or greater</i>	33 CFR 151.57
<input type="checkbox"/> Emergency Check-off List	46 CFR 185.510
<input type="checkbox"/> Emergency Broadcast Placard	46 CFR 184.506
<input type="checkbox"/> 46 CFR 166-199 (Subchapter "T")	<b>RECOMMENDED</b>
<input type="checkbox"/> Compass Deviation Card (after work on a steel hull or 3yr update with a steel boat)	
<input type="checkbox"/> Drug Testing Program	
<input type="checkbox"/> <i>Must have proof of pre-testing for all crew members and random testing of at least 50% of the crew each year. Proper selection method for random tests.</i>	46 CFR 16.230
<input type="checkbox"/> Passenger Safety Orientation Announcement	46 CFR 185.506
<input type="checkbox"/> Passenger Count	46 CFR 185.504
<input type="checkbox"/> User Fee Paid – up-to-date (\$300 for vessels less than 65', \$600 for 65' and over)	46 CFR 2.10-101
<input type="checkbox"/> Drills	
<input type="checkbox"/> <i>Crew training must be conducted and logged once every three months.</i>	46 CFR 185.420
<input type="checkbox"/> Current Charts of Operating Area, Coast Pilot, Light List, Local Notices to Mariners, Rules of the Road and Tide Tables	46 CFR 184.420
<b>Lifesaving Equipment</b>	
<input type="checkbox"/> Lifejackets	
<input type="checkbox"/> <i>Vessel name stenciled on jacket. Reflective tape on both sides of jacket. Lights on jackets for vessels with coastwise or oceans route (check battery expiration date). Stowage location correctly marked. Proper number as indicated on COI.</i>	46 CFR 80.71-78
<input type="checkbox"/> Lifefloat	
<input type="checkbox"/> <i>Ensure weak link is of correct breaking strength. Vessel name stenciled on craft.</i>	46 CFR 180.130-175
<input type="checkbox"/> Ring Buoy	
<input type="checkbox"/> <i>At least one ring must be fitted with a lifeline and waterlight (check battery expiration date).</i>	46 CFR 180.70

___ Distress Signals <i>Correct number for route. Stored appropriately.</i>	46 CFR 180.68
___ EPIRB <i>Route beyond 3 miles - 406 MHz installed to automatically float free and activate. May also be substituted for a lifefloat from demarcation out to 3 miles from shore.</i>	46 CFR 180.64 46 CFR 180.205(e)
___ Rescue Platform for rescue of an unconscious person overboard (local policy)	46 CFR 180.210
___ First Aid Kit	46 CFR 184.710
<b>Navigation and Radio Equipment</b>	
___ Navigation Lights	46 CFR 183.420
___ Navigation / Radio Equipment <i>Conduct operational tests of the following equipment</i>	
- Radios                      - Compass	
- Radar                       - Bell	
- Fathometer               - Horn	
- LORAN/GPS               - Required Day Shapes	46 CFR 184.402-420
<b>Firefighting Equipment</b>	
___ Portable Fire Extinguishers <i>Properly maintained and stored.</i>	46 CFR 181.500
___ Fixed Fire Extinguisher System <i>Serviced annually. Tested for the inspector</i>	46 CFR 181.400-450
___ Fire Main System <i>Check condition of pumps, hoses, nozzles, and piping system.</i>	46 CFR 181.300-320
___ Additional Equipment <i>Fire axe for vessels over 65 feet. Fire buckets (3 – 2.5 gallon with lanyards &amp; “FIRE BUCKET” stenciled on bucket</i>	46 CFR 181.600-610
<b>Engine Room Inspection</b>	
___ Emergency Fuel Shutoffs <i>Properly labeled. Test for proper operation.</i>	46 CFR 182.455
___ Batteries <i>Mounted correctly, properly ventilated. proper type connections.</i>	46 CFR 183.350-352
___ Engines <i>Two independent means of control. All hoses double clamped.</i>	46 CFR 182.410-430 46 CFR 184.620
___ Pressure Vessels <i>Test pressure relief valves. Open for internal inspection or hydro test to 1.25 of MAWP every 3 years.</i>	46 CFR 182.330 46 CFR 176.812
___ Electrical System <i>Proper connections, cable runs supported, new installations approved.</i>	46 CFR 183.200-340
___ Steering Gear <i>General condition, auxiliary means of steering. Test for proper operation.</i>	46 CFR 182.600-620
___ General Condition	46 CFR 176.804
<i>Ventilation, machinery guarding, no fuel, oil, or water leaks.</i>	46 CFR 176.830
<b>Interior Inspection</b>	
___ Condition of bilges and bilge piping system & high bilge alarm operation <i>Test for proper operation.</i>	46 CFR 182.500-540
Portable bilge pump (hand pump) at least 5 gpm	46 CFR 182.520(b)
___ Marine Sanitation Device <i>Overboard discharge valve locked</i>	33 CFR 159
___ Below Deck Passenger Spaces <i>Emergency lighting.</i>	46 CFR 183.432
Portable Lighting (2 flashlights – one at the steering station and one at the engine room)	46 CFR 183.430

___ Structural Integrity <i>Condition of frames, longitudinals, hull plating, etc.</i> <i>No dry rot in wood, de-lamination in FRP, or excessive pitting in aluminum or steel.</i>	
<b>Exterior Inspection</b>	
___ Watertight hatches and doors <i>A hatch cover must be attached to hatch frame or coaming by hinges or captive chain.</i>	<b>46 CFR 179.330</b>
<i>Gasket and securing mechanism in good condition.</i>	<b>46 CFR 179.360</b>
___ Windows <i>Must be weather tight with no cracks or holes.</i>	<b>46 CFR 179.360</b>
Freeing ports or scuppers clear	<b>46 CFR 178.450</b>
___ Fuel Tank Vents <i>30x30 mesh screen installed.</i>	<b>46 CFR 182.450</b>
<b>Drydock Inspection</b>	<b>46 CFR 176.600-670</b>
___ Ensure Hull exterior is clean, but not freshly painted.  ___ Open all interior spaces and ventilate.  ___ Ensure bilges are clean and dry.  ___ All through hull valves must be opened.  ___ Remove all screens/strainers from exterior of hull.  ___ For wood vessels over 10 years old, be prepared to pull fasteners every 5 years. Be prepared to pull a keel bolt when vessel reaches 20 years old and then every 10 years thereafter.  ___ Wood and FRP vessels over 15 years old will be required to have vessel inspected while underway prior to carrying passengers.  ___ Draft marks or load marks as needed per the stability letter (upper deck limits marked at ladder to deck) <b>46 CFR 185.602</b>	
Revised Mar 3, 2008 Sector St. Petersburg, Vessel Inspection	

**DRUG and ALCOHOL TESTING PROGRAMS (46 CFR 4,5,16 and 33 CFR 95)**

As of 21 December 1990, every marine employer must have each employee tested for compliance with the Chemical testing regulations found in title 46 code of Federal Regulations (CFR) parts 4,5,16. These regulations require marine employers to establish testing programs, maintain records of employees tested, and establish employee assistance programs.

The employer is responsible for the program and all costs are left to the employer's discretion. Self-employed operators who are required to have a Coast Guard license to operate their vessels are also subject to these regulations. Five types of tests are required; periodic testing for physical examination to renew your license, pre-employment, random, reasonable cause and post serious marine incident testing. Any questions regarding the program may be addressed to the inspector or this office at (813) 228-2193. Effective October, 1996 a \$1,000.00 civil penalty may be assessed for non-compliance with any portion of this program.

Provide details on how the crew will be tested for alcohol within 2 hours of a reportable marine casualty and obtaining chemical drug testing within 32 hours.

The following requirements describe requirements for both employer and consortium type testing programs. Marine employers must participate and prove compliance with one of the below mentioned programs.

**MARINE EMPLOYER PARTICIPATING IN A DRUG CONSORTIUM RUN PROGRAM:**

- \_\_\_ - Dated proof of participation showing SSN or name of crewmembers participating in their random pool selection (46 CFR 16.230(d)).
- \_\_\_ - Copy of drug program, employer's policy, community hot-line number, documentation of training provided to who and when, documentation crew has read program/employers policy. (46 CFR 16.401).
- \_\_\_ - All positive test results for CG licensed/documented crew members shall be reported to local OCMI in writing.

NOTE: All positive tests regardless of being licensed or unlicensed require immediate removal from duties which directly affect the safe operation of the vessel. (46 CFR 16.201).

\_\_\_\_\_ - Collection and reporting of Drug and Alcohol Testing Information (ANNUAL REPORT 1 Jan-31 Dec) submitted to Commandant (G-MMI), 2100 Second Street SW, Washington, D.C. 20593-0001 on Coast Guard Form CG-5573 by 15 March of each year by the marine employer or their consortium. (This applies to both employer and consortium programs)

### **MARINE EMPLOYER RUN PROGRAM:**

\_\_\_\_\_ - All covered employees participated in a 12 month random selection pool. (46 CFR 16.230 effective 01 Oct 1991)

\_\_\_\_\_ - Employees not participated/available for 12 month selection in random pool have had pre-employment test and added to random pool until employment terminated.

\_\_\_\_\_ - Copy of drug program, employer's policy, community hot-line number, documentation of training provided to who and when, documentation crew has read program/employers policy. (46 CFR 16.401).

\_\_\_\_\_ - Documentation of annual Random test rate of required employees has been conducted. 50% randomly drug tested between 01 January and 31 December of the previous year. (46 CFR 16.230(e))

\_\_\_\_\_ - Proof the random drug test selection of crewmembers is being accomplished using a scientifically valid method. (46 CFR 16.230(c))

\_\_\_\_\_ - Drug program, employers policy and training/education reviewed annually to update any changes.

\_\_\_\_\_ - Program has a qualified designated Medical Review Officer (MRO). (46 CFR 16.370).

\_\_\_\_\_ - All test results reviewed by designated MRO (46 CFR 16.360).

\_\_\_\_\_ - All positive test results for CG licensed/documented crew members shall be reported to local OCMI in writing.

NOTE: All positive tests regardless of being licensed or unlicensed require immediate removal from duties which directly affect the safe operation of the vessel. (46 CFR 16.201).

\_\_\_\_\_ - Procedures to safeguard personal drug testing info. (46 CFR 16.380).

\_\_\_\_\_ - Maintain records for 1 year for negative tests and 5 years for positive tests. (46 CFR 16.260)

\_\_\_\_\_ - Records/means available to provide an employee with proof they have participated in the program and passed a pre-employment or random test within past six months. (46 CFR 16.210)

\_\_\_\_\_ - Records to show total number of individuals chemically tested annually for drugs and under what type tested. Number and types of drugs individuals tested positive. (46 CFR 16.260(b) Only DOT approved testing program.

# Exhibit C

## “Federal Requirements”

## FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this contract, and any amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the City of Fort Lauderdale, and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this contract must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

### **1. BUY AMERICA REQUIREMENTS**

If the Contractor uses Federal funds to purchase any capital items to be used in providing services under the contract, the Contractor shall comply with the applicable Buy America requirements set forth in 49 U.S.C. § 5323(j) and the applicable regulations in 49 C.F.R. Part 661, as amended, and shall be responsible for obtaining the Buy America certification required under such regulations.

### **2. FLY AMERICA REQUIREMENTS**

As used herein: "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Ch. 411.



When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers:

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons].

The Contractor shall include the substance of this clause, including this subsection (d), in each subcontract or purchase under this Contract that may involve international air transportation.

### **3. INTELLIGENT TRANSPORTATION SYSTEMS—NATIONAL ARCHITECTURE**

If necessary, the Contractor agrees to conform to the National Intelligent Transportation System (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

#### **4. CHARTER SERVICE OPERATIONS**

The Contractor agrees to comply with 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

#### **5. SCHOOL BUS REQUIREMENTS (Not applicable)**

The Contractor agrees to comply with 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

#### **6. CARGO PREFERENCE REQUIREMENTS**

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the contract, the Contractor agrees:

(A) To use privately owned U.S.-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers), involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels;

(B) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill of lading);

(C) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 7. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (49 U.S.C. § 6321, *et seq.*), 49 C.F.R. Part 18.

## 8. CLEAN WATER REQUIREMENTS

(A) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.* The Contractor agrees to report each violation to the City of Fort Lauderdale and understands and agrees that the City of Fort Lauderdale will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

(A) Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(B) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(C) Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

(D) Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

## 10. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City of Fort Lauderdale.

## 11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(A) The Contractor agrees to provide City of Fort Lauderdale, the FTA Administrator, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including but not limited to data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(B) The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(C) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit information related to the performance of the contract as reasonably may be required. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right of access is not limited to the required retention period set forth in (D) below, but continues as long as the records are retained.

(D) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain the records until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

## **12. CHANGES TO FEDERAL REQUIREMENTS**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Fort Lauderdale and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

## **13. CLEAN AIR**

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq.* The Contractor agrees to report each violation to the City of Fort Lauderdale and understands and agrees that City of Fort Lauderdale will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **14. RECYCLED PRODUCTS**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (EPA) "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

## **15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

(A) The City of Fort Lauderdale and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation

or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Fort Lauderdale, the Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

(B) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this contract. Upon execution of this contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

(C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **17. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

(A) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract

at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (i) Debarred from participation in any federally assisted Award;
- (ii) Suspended from participation in any federally assisted Award;
- (iii) Proposed for debarment from participation in any federally assisted Award;
- (iv) Declared ineligible to participate in any federally assisted Award;
- (v) Voluntarily excluded from participation in any federally assisted Award; or
- (vi) Disqualified from participation in any federally assisted Award.

(b) The Contractor has provided the City of Fort Lauderdale with an attached certification addressing its debarment and suspension status and that of its principals, affiliates, and subcontractors. The Contractor shall promptly inform the City of Fort Lauderdale of any change in the suspension or debarment status of the Contractor or its principals, affiliates, and subcontractors during the term of the Contract. Further, the Contractor shall include a provision requiring compliance with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200 in its lower-tier covered transactions.

## **18. NATIONAL TRANSIT DATABASE**

Contractor shall comply with and facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); conform to the NTD reporting system and the Uniform System of Accounts and Records; comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System" at 49 C.F.R. Part 630; report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," at 49 C.F.R. Parts 625 and 630; comply with any other applicable reporting regulations and requirements; and follow FTA guidance.

## **19. PRIVACY ACT**

(A) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those

individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 20. CIVIL RIGHTS REQUIREMENTS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

### (A) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability in the performance of this Contract. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### (B) Equal Employment Opportunity

(1) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities subject to this contract. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. The Contractor agrees to take affirmative action to ensure that



applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(C) Access for Elderly Individuals and Individuals with Disabilities. The Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, *et seq.* In addition, the Contractor agrees to comply with all applicable requirements of "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37 (including, but not limited to, service requirements and reasonable modification standards contained in 49 C.F.R. § 37.161-173 and Appendix E thereto), and "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, and any other implementing requirements that may be issued.

(D) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, *et seq.*, and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

(E) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

## 21. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

(A) This contract is subject to the requirements of 49 C.F.R Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs.

(B) The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the City of Fort Lauderdale deems appropriate. See 49 CFR 26.13(b). Each subcontract that the Contractor enters into with a subcontractor must include the assurance in this subsection.

## 22. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

## 23. SAFE OPERATION OF MOTOR VEHICLES

(A) Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the City of Fort Lauderdale.

(B) Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

## 24. OTHER ENVIRONMENTAL PROTECTIONS

The Contractor shall comply and facilitate compliance with all Federal environmental laws, regulations, and requirements, and will follow applicable guidance regarding them. These laws, regulations, and requirements include (but are not limited to) the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”

## 25. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fort Lauderdale requests which would cause City of Fort Lauderdale to be in violation of the FTA terms and conditions.

**26. DRUG AND ALCOHOL TESTING**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations, the State oversight agency of Florida, or the City of Fort Lauderdale, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before January 31st and to submit the Management Information System (MIS) reports before January 31st to the City of Fort Lauderdale. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**27. TRANSIT ASSET MANAGEMENT**

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5326 and 49 C.F.R. Part 625, as may be amended.

**28. SAFETY**

The Contractor shall develop a Safety and Security Plan, and shall fully comply with 49 U.S.C. § 5329 and all applicable FTA and Federal Railroad Administration requirements and regulations.

**29. MARITIME LAWS**

The Contractor shall fully comply with all laws associated with operation of a ferry service in the coastwise trade of the United States, including but not limited to 46 U.S.C. § 55103 and all U.S. Coast Guard rules and regulations regarding safety, inspection, and operation of passenger ferries in commercial service.

# Exhibit D

## “Schedule of Reports”

<b>Report</b>	<b>Details</b>	<b>Frequency</b>	<b>Due</b>
Active Vessel Operators and Crewmembers	List should include employee's name, hire date, date of birth, marine license and expiration date (if applicable for role), and most recent training date	Monthly	10 <sup>th</sup> of each month
Drug and Alcohol Certification	Report summarizing results of Drug and Alcohol Testing Program	Quarterly and Annually	Quarterly: October 10, January 10, April 10, and July 10
Insurance	Valid insurance certificate in accordance with Contract requirements	Annually	At time of applicable renewal
Maintenance Report	Includes detailed maintenance log, repair log, and fuel utilization log	Semi-Annually	Every six (6) months since the commencement of service
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as vessel operator and Project Manager report, police report case number, photos, etc.	When events occur	Not more than 72 hours after event
Motor Vehicle and Marine Vessel Report	Driving record as compiled from the State of Florida Department of Motor Vehicles. This action is apart from the normal background checks required for prospective new hires	Semi-Annually	Every six (6) months since the commencement of service
NTD report	Annual report of system statistics including but not limited to ridership, vessel service hours and miles, expenses and revenue report (breakdown of actual cost of operations)	Annually	October 31st
Safety and Security Report	As approved by the City and other relevant civil entities	Annually	Prior to commencement of service and every year after

Service Interruption (When events occur)	Includes vessel breakdown, service delays (more than 30 minutes), and other interruptions that result to either delays in or suspension of service	When events occur	Within 15 minutes of the events occurring
Service Interruption (Monthly)	Display in a table format the date, time, and reason for service interruption	Monthly	10 <sup>th</sup> of each month
Service Summary Report	<p>Include the following performance measures:</p> <p><u>Daily</u> Vessel name, beginning and ending engine hours, number of passengers entering and exiting the vessel at each stop, total passengers transported each day, daily fuel usage, daily on-time performance</p> <p><u>Monthly</u> total monthly passengers, total monthly revenue miles, total monthly deadhead miles, beginning and ending engine hours for each vessel for the month, monthly fuel usage, aggregate monthly on-time performance</p>	Monthly	10 <sup>th</sup> of each month
Vessel Inventory	Detailed inventory of each vessel – name, model, make, year-end engine hours readings	Annually	October 31st

## NOTES:

- The format of reports, either electronic or paper, is at the sole discretion of the City.
- Additional reports requested within a reasonable timeframe may be added by the City to comply with county, state and federal reporting mandates
- City shall review/ approve and provide more guidance to the Contractor's reporting procedure and template prior to commencement of service

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.



WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.  
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.  
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.  
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

**1.11 SCRUTINIZED COMPANIES**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

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

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

- INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.
- INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
- REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
- REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
- RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".
- CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
- CONSULTANT – A firm providing professional services for the city.

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

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

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

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

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**4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

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

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

**5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

**5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

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

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, 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 Contractor 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 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.

**REFERENCES**

A minimum of three (3) references shall be provided:

**1. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:

**2. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:

**3. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:

4. **Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:

5. **Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:



**12484-813 – Questionnaire for Bidders**

**Please provide the following information for each vessel you intend to use if awarded this contract:**

**Vessel 1**

- Brand:
- Model:
- Year Built:
- Vessel identifier:
- Dimension (Length, width, draft):
- Capacity:
- Last time passed United States Coast Guard vessel and safety inspection:

**Vessel 2**

- Brand:
- Model:
- Year Built:
- Vessel identifier:
- Dimension (Length, width, draft):
- Capacity:
- Last time passed United States Coast Guard vessel and safety inspection:

**Vessel 3 (Spare)**

- Brand:
- Model:
- Year Built:
- Vessel identifier:
- Dimension (Length, width, draft):
- Capacity:
- Last time passed United States Coast Guard vessel and safety inspection:

**Please also the following questions:**

- Have you previously provided marine passenger transportation?  Yes  No
  - If Yes, how many years have you provided/ been providing marine passenger transportation?
- Have you previously been subcontracted by local, county, or state government to provide turnkey marine passenger transportation?  Yes  No
- Is your company familiar AND in compliance with maritime laws in all levels of government?  Yes  No
- Are you familiar with federal mandates in providing public marine passenger transportation?  Yes  No

**NON-COLLUSION STATEMENT:**

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

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

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

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

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).  
  
3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

**NAME**

**RELATIONSHIPS**



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

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Date

Title

**LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- 1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
- 4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1)   
Business Name  
is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2)   
Business Name  
is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3)   
Business Name  
is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4)   
Business Name  
requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)   
Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)   
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED  
COMPANY  
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration)  EIN (Optional):

Address:

City:  State:  Zip:

Telephone No.:  FAX No.:  Email:

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

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,



expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

## Question and Answers for Bid #12484-813 - Riverwalk Water Trolley Services - Operations & Maintenance

### Overall Bid Questions

There are no questions associated with this bid.



**FINANCE DEPARTMENT**

**EXHIBIT B**

**CITY OF FORT LAUDERDALE BID TABULATION**

Rev: 3 | Form Revision Date: 6/27/2019 | Print Date: 9/7/2018

**Description:** 12484-813 - Riverwalk Water Trolley Services - Operations & Maintenance

**Open Date:** 1/27/2021

				<b>Water Taxi of Fort Lauderdale LLC</b>	
<b>Vendor City, State</b>				<b>Fort Lauderdale, FL</b>	
Variances or Comments				Yes	
P-Card Payment				MC	
Local Business Price Preference				C-Class	
Protected Class Vendor				No	
#	Item Description	Qty.	U/M	Unit Price	Extension
	Year 1 - Operations & Maintenance: Estimated Annual Revenue Hours	4455	Hour	\$ 55.00	\$ 245,025.00
	Year 2 - Operations & Maintenance: Estimated Annual Revenue Hours	4375	Hour	\$ 56.00	\$ 245,000.00
	Year 3 - Operations & Maintenance: Estimated Annual Revenue Hours	4298	Hour	\$ 57.00	\$ 244,986.00
					<b>\$735,011.00</b>

Number of bids received:	1
Protected Class Vendors* Received:	0
No Bids:	1
Late Bids:	0

\* A Protected Class Vendor is defined as a Minority Owned Business Enterprise, a Women Owned Business Enterprise or a Small Business Enterprise.

