



DOCUMENT ROUTING FORM

Rev: 6 | Revision Date: 10/01/2024

12

CITY MANAGER AND MAYOR'S REVIEW AND/OR SIGNATURE COVERSHEET

1) ORIGINATING OFFICE:

Routing Start Date: 12/4/2024 Agenda Item Non-Agenda Item

Document Title: AGREEMENT - Wave Runner, Fire Boat(s) and Outboard Motor Maintenance and Repair - ITB 340; Yacht Management South Florida, Inc.

Commission Mtg. Date: 12/3/2024 CAM #: 24-1054 Item #: CP-1

Routing Origin: Finance Department - Procurement Division CAM attached: Yes No

Router Name: Matthew Eaton Ext: 5141 Action Summary attached: Yes No

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) CITY ATTORNEY'S OFFICE (CAO):

Documents to be signed/routed? Yes No Is the attached Granicus document Final? Yes No

Number of originals attached: 1 Approved as to Form: Yes No

Attorney's Name: Rhonda Montoya Hasan Initials: [Signature]

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: 12/12/24

3) CITY CLERK'S OFFICE (CCO):

of originals: 1 Routed to: Donna B Amber Date: 12/13/2024 emring

4) CITY MANAGER'S OFFICE: CMO LOG #: Dec 30 Document received from: _____

ASSIGNED TO: SUSAN GRANT, ACTING CITY MGR. ANTHONY FAJARD, ASST. CITY MGR.
ACTING ASST. CITY MANAGERS.: BEN ROGERS, CHRIS COOPER LAURA REECE
ACTING CRA EXECUTIVE DIRECTOR APPROVED FOR CITY MANAGER'S SIGNATURE

CITY MANAGER TO SIGN PER ACM OR AcACM (Initial): _____

A. FAJARDO B. ROGERS C. COOPER L. REECE PENDING APPROVAL (See comments)

Comments/Questions: _____

Forward originals to CCO for continuous routing to Mayor Date to CCO: _____

5) MAYOR/CRA CHAIRMAN: Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable. Date to CCO: _____

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: Fin-Procurement *Name: Matthew Eaton Ext 5141

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.
Scan Date: _____ Attach certified Resolution # _____ Yes No Original form route to CAO

TR#24-0644



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-1054

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: December 3, 2024

TITLE: Motion Approving Agreement for Wave Runner, Fire Boat(s) and Outboard
Motor Maintenance and Repair - Yacht Management South Florida, Inc. -
\$771,329.22 - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve an agreement, in substantially the form attached, for the purchase of waver runner, fire boat(s) and outboard motor maintenance and repair services from Yacht Management South Florida, Inc. ("Yacht Management"), for an initial two-year contract term of \$771,329.22; and authorize the City Manager to approve three (3) one (1) -year renewal options for an estimated annual renewal amount of \$385,664.61, for a total potential contract amount of \$1,928,323.05, contingent upon appropriation of funds.

Background

Fire Rescue operates various emergency response watercrafts that require both preventative maintenance and occasional emergency repairs. An agreement is needed to ensure the City's fire boats and wave runners are serviced and repaired in a timely fashion by a qualified, experienced and licensed firm. Yacht Management's services are expected to decrease the downtime for maintenance and repairs and maximize the life of each vessel by keeping all systems properly maintained. These services will ensure our availability and readiness when responding to water-related emergencies.

On August 27, 2024, the Procurement Services Division issued solicitation Event 340 for Wave Runner, Fire Boat(s) and Outboard Motor Maintenance and Repair. The solicitation was extended to allow for additional submissions. The solicitation closed on September 17, 2024, with only one (1) firm submitting a proposal. Pursuant to Section 2-178(c)(9), the Procurement Services Division attempted to negotiate with the sole bidder seeking their Best and Final Offer (Exhibit 3). Yacht Management responded by stating they are providing the City already discounted labor rates and not charging for weekend or overtime rates. The firm did not indicate its status as a Disadvantage Business Enterprise (DBE).

The bid submitted by Yacht Management met all of the solicitation requirements and

deemed a responsive and responsible bidder.

Resource Impact

Fiscal Year 2025 expenditures related to this agreement are estimated at \$289,249. Future expenditures are contingent upon approval and appropriation of annual budgets. Funds related to this agreement are available in the account below:

<i>Funds available as of November 13, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
10-001-4020-522-30-3407	Fire Operations	Services/Materials / Equipment Repair & Maintenance	\$4,388,527	\$2,577,576	\$289,249
TOTAL AMOUNT ►					\$289,249

Strategic Connections

This item is a *FY 2024 Commission Priority*, advancing the Public Safety initiative.

This item supports the *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Public Safety Focus Area, Goal 1: Be a safe community that is proactive and responsive to risks

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Public Safety Focus Area
- The Coastal Management, Community Health and Safety Element
- Goal 4: Coordinate with related partners and agencies (at city, local, county, regional, state, and federal levels) to plan for disaster and emergency management, further the resiliency of coastal area, and ensure city-wide community health and public safety
 - Objective CM 4.5: Community Health and Safety: Ensure local standards and proactive measures to enhance community health and safety in the City of Fort Lauderdale

Attachments

- Exhibit 1 - Solicitation
- Exhibit 2 - Bid Tabulation
- Exhibit 3 - Best and Final Offer (BAFO)
- Exhibit 4 - Agreement

Prepared by: Glenn Marcos, Chief Procurement Officer, Finance
Aukela Holloway, Public Safety Administrator, Fire Rescue
Kirk McDonald, Senior Procurement Specialist, Finance
Matthew Eaton, Senior Administrative Assistant, Finance

Department Director: Chief Stephen W. Gollan, Fire Rescue
Linda Short, Finance

details

File #: 241054 Version: 1

Type: CONSENT PURCHASE

Title: Motion Approving Agreement for Wave Runner, Fire Boat(s) and Outboard Motor Maintenance and Repair - Yacht Management South Florida, Inc. - \$771,329.22 - (Commission Districts 1, 2, 3 and 4)

Mover: Steven Glassman Seconder: Pam Beasley-Pittman

Result: Pass

Agenda note:

Minutes note:

Action: APPROVED

Action text: APPROVED

consent votes (0:0)

0 records

Person Name	Vote
No records to display.	



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Detail by Entity Name

Florida Profit Corporation

YACHT MANAGEMENT SOUTH FLORIDA, INC.

Filing Information

Document Number P09000065961
FEI/EIN Number 27-0679375
Date Filed 08/04/2009
State FL
Status **ACTIVE**

Principal Address

3001 WEST STATE ROAD 84
FORT LAUDERDALE, FL 33312

Changed: 03/13/2017

Mailing Address

3001 WEST STATE ROAD 84
FORT LAUDERDALE, FL 33312

Changed: 03/13/2017

Registered Agent Name & Address

FIORILLI LAW GROUP, P.A.
3001 WEST STATE ROAD 84
THIRD FLOOR
FORT LAUDERDALE, FL 33312

Name Changed: 03/13/2017

Address Changed: 03/13/2017

Officer/Director Detail

Name & Address

Title PSD

KERRIGAN, JOSHUA
3001 WEST STATE ROAD 84
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2022	05/01/2022
2023	05/01/2023
2024	04/30/2024

Document Images

04/30/2024 -- ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
05/01/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
03/08/2018 -- ANNUAL REPORT	View image in PDF format
03/13/2017 -- Reg. Agent Change	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
02/24/2016 -- ANNUAL REPORT	View image in PDF format
03/04/2015 -- ANNUAL REPORT	View image in PDF format
02/05/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
03/10/2012 -- ANNUAL REPORT	View image in PDF format
04/05/2011 -- ANNUAL REPORT	View image in PDF format
03/09/2010 -- ANNUAL REPORT	View image in PDF format
08/04/2009 -- Domestic Profit	View image in PDF format



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of Yacht Management South Florida, a FL (State) Corporation (Type of Entity), (“Nongovernmental Entity”), under penalty of perjury, hereby deposes and says:

1. My name is Joshua Kerrigan.
2. I am an X officer or _____ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: Jh

Name of Officer or Representative: Joshua Kerrigan Title: Pres/CEO

Office Address: 3001 SR 84 Ft. Lauderdale FL 33312

Email Address: Joshua@myyacht

Main Phone Number: 954-941-6447 FEIN No.: 27-0679375

STATE OF Florida
COUNTY OF Broward

Sworn to and subscribed before me by means of physical presence or online notarization, this 4 day of December, 2024, by Joshua Kerrigan.



(SEAL)

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

Joseph Donofrio
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

**SERVICE AGREEMENT FOR
WAVE RUNNER, FIRE BOAT(S) AND OUTBOARD
MOTOR MAINTENANCE AND REPAIR**

THIS SERVICE AGREEMENT for Wave Runner, Fire Boat(s) and Outboard Motor Maintenance and Repair ("Agreement"), made this 13 day of December, 2024, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and Yacht Management South Florida, Inc., a Florida corporation ("Contractor") whose address is 3001 West State Road 84, Fort Lauderdale, Florida 33312; Email: joshua@myyachtmanagement.com; Phone: (954) 947-6447, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide wave runner(s), fire boat(s) and outboard motor(s) maintenance and repair for the City's various Departments, in (the "Work"), and 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 Event No. 340 - Wave Runner, Fire Boat(s) and Outboard Motor Maintenance and Repair, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated August 27, 2024, ("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, this Agreement dated December 13, 2024 and any attachments.
- B. Second, Exhibit A.
- C. Third, 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. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his/her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has 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 term of this Agreement shall be for a period of two (2) years which shall commence on December 3, 2024, and shall terminate on December 2, 2026. The City reserves the right to extend this Agreement for three (3) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. 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 the City's fiscal year shall be subject to and conditioned upon 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 proper 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. 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, as may be amended from time to time.

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 representatives, employees, volunteers, elected and appointed officials, 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 City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City 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 Agreement 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 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 Agreement 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 Agreement 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, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, 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 Contractor does not own vehicles, 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.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2024). 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 Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, 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.

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

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.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- b. 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 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 or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, 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 covered 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 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
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for 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 application 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 Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide

evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

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

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

It is Contractor's responsibility to ensure that any and all of 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 Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Coverage must be afforded in an amount not less than \$2,000,000 per occurrence for any work performed on, over, under, adjacent to or within 50 feet of the railroad right-of-way.

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.

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 it is qualified to perform the Work, that Contractor and 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 subcontractors 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 (2024), 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 subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors 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 subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement 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 (2024), 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 an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), 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 prior 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 prior 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 subcontractor 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 subcontractors, 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 subcontractors' 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 (2024), as may be amended or revised.

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

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial

Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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 City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, 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, 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

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 Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, 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 (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, 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 (2024), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

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 (2024), 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the

records to the City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

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. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

EE. Notices

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY: City Manager
 City of Fort Lauderdale
 101 NE 3rd Avenue, Suite 2100
 Fort Lauderdale, Florida 33301

WITH A COPY: City Attorney
 City of Fort Lauderdale
 1 East Broward Boulevard, Suite 1320
 Fort Lauderdale, Florida 33301

FOR CONTRACTOR: Joshua Kerrigan
 President
 3001 West State Road 84
 Fort Lauderdale, Florida 33312

FF. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a
Florida municipality

ATTEST:

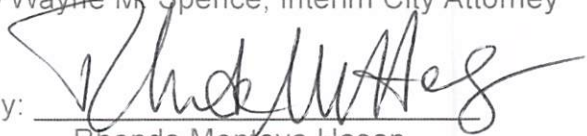

David R. Soloman,
City Clerk



By: 
Susan Grant
Acting City Manager

Date: December 13, 2024

Approved as to Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: 
Rhonda Montoya Hasan
Senior Assistant City Attorney

CONTRACTOR

YACHT MANAGEMENT SOUTH FLORIDA,
INC., a Florida corporation

By: [Signature]
Joshua Kerrigan, President

WITNESSES

[Signature]
Signature

Caroline Dunlap
Print Name

[Signature]
Signature

Ryan Swart
Print Name

(CORPORATE SEAL)



STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2024, by **Joshua Kerrigan**, as **President**, for **Yacht Management South Florida, Inc.**, a Florida corporation.

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

Joseph Donofrio
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Event # 340-0

Name: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) in the tri-county area to provide Wave Runner, Boat(s) and Outboard Motor Maintenance and Repair for the City's various Departments, in accordance with the Terms and Conditions, and Specifications contained in this Invitation to Bid (ITB)

Buyer: MCDONALD, KIRK

Status: Draft

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: No

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open:

Open:

Q & A Close:

Close:

Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out and attach the Required Documents?	Yes No Text	Required Forms Packet.pdf

Attachments

Name	Attachment
General Conditions	1. General Conditions - Rev 08-2023.pdf
Specifications	Specifications Event 340.pdf

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Commodity Codes

Commodity Code	Description
120-85	Skis, Jet
959-24	Boats and Motors Maintenance and Repair

Line Details

Line 1: Fire Boat 49 AC ROUTINE MAINT

Description: Metal Craft - Fire Boat 49

AC Routine Maintenance Cruise Air

Item: AC ROUTINE MAINT CRUISE AIR Metal Craft - Fire Boat 49 AC ROUTINE MAINT

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 80.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: Fire Boat BREAKDOWNS/FAILURES

Description: Metal Craft - Fire Boat 49

AC Repairs Breakdowns/Failures Cruise Air

Item: AC REPAIRS BREAKDOWNS/FAILURES Metal Craft - Fire Boat 49

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 60.0000

Unit of Measure: HR

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: Metal Craft - Fire Boat 49

Description: Metal Craft - Fire Boat 49

Electrical Repairs, i.e. Chargers, Batteries, Etc.

Item: ELECTRICAL REPAIRS,CHARGERS, ETC Metal Craft - Fire Boat 49

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 40.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 4: Metal Craft - Fire Boat 49

Description: Electronics Repairs i.e. GPS, Navigation, Radar, Antenna, Speakers, etc.

Metal Craft - Fire Boat 49

Item: ELECTRONICS REPAIR, GPS, ETC Metal Craft - Fire Boat 49

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 40.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On: No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

**Charges
Allowed:**

Line 5: Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Description: Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Fire Pump Darley 3000 GPM Routine Service

Item: GPM ROUTINE SERVICE Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 20.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Description: Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Fire Pump Darley 3000 GPM Repairs - Breakdowns

Item: GPM REPAIRS - BREAKDOWNS Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 40.0000

Unit of Measure: HR

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Measure:

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 7: Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Description: Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Engine Mains Cummins QSB - Routine Maintenance per manufacture service intervals

Item: ROUTINE MAINTENANCE PER MANUFACT Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Commodity 959-24 Boats and Motors Maintenance and Repair
Code:

**Manufacturer MFC
Code:**

Division: DIV

Quantity: 160.0000

**Unit of HR
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 8: Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Description: Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Engine Mains Cummins QSB - Breakdowns/Failures

Item: BREAKDOWNS/FAILURES Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Commodity 959-24 Boats and Motors Maintenance and Repair

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Code:
Manufacturer Code: MFC **Division:** DIV
Quantity: 80.0000 **Unit of Measure:** HR
Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No
Add On Charges Allowed: No

Line 9: Metal Craft - Fire Boat 49 - Transmission ZF

Description: Metal Craft - Fire Boat 49 - Transmission ZF

Transmission ZF Routine Maintenance per manufacture service intervals

Item: ROUTINE MAINTENANCE PER MANUFACT Metal Craft - Fire Boat 49 - Transmission ZF
Commodity Code: 959-24 Boats and Motors Maintenance and Repair
Manufacturer Code: MFC **Division:** DIV
Quantity: 40.0000 **Unit of Measure:** HR
Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No
Add On Charges Allowed: No

Line 10: Metal Craft - Fire Boat 49 - Transmission ZF

Description: Metal Craft - Fire Boat 49 - Transmission ZF

Transmission ZF Breakdowns/Failures

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Item: BREAKDOWNS/FAILURES Metal Craft - Fire Boat 49 - Transmission ZF

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 20.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 11: Metal Craft - Fire Boat 49 - Generator Phasor

Description: Metal Craft - Fire Boat 49 - Generator Phasor

Generator Phasor - Routine Maintenance per factory service intervals

Item: ROUTINE MAINTENANCE Metal Craft - Fire Boat 49 - Generator Phasor

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 80.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 12: Metal Craft - Fire Boat 49 - Generator Phasor

Description: Metal Craft - Fire Boat 49 - Generator Phasor

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Generator Phasor - Breakdowns/Failures

Item: BREAKDOWNS/FAILURES Metal Craft - Fire Boat 49 - Generator Phasor

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 40.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 13: Metal Craft - Fire Boat 49 - Hydraulic System

Description: Metal Craft - Fire Boat 49 - Hydraulic System

Hydraulic System Routine Maintenance

Item: ROUTINE MAINTENANCE Metal Craft - Fire Boat 49 - Hydraulic System

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 80.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Line 14: Metal Craft - Fire Boat 49 - Hydraulic System

Description: Metal Craft - Fire Boat 49 - Hydraulic System

Hydraulic System Breakdowns/Failures

Item: BREAKDOWNS/FAILURES Metal Craft - Fire Boat 49 - Hydraulic System

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC **Division:** DIV

Quantity: 20.0000 **Unit of Measure:** HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 15: Metal Craft - Fire Boat 49 - Jet Drives ZF

Description: Metal Craft - Fire Boat 49 - Jet Drives ZF

Jet Drives ZF Routine Maintenance

Item: ROUTINE MAINTENANCE Metal Craft - Fire Boat 49 - Jet Drives ZF

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC **Division:** DIV

Quantity: 80.0000 **Unit of Measure:** HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Line 16: Metal Craft - Fire Boat 49 - Jet Drives ZF

Description: Metal Craft - Fire Boat 49 - Jet Drives ZF

Jet Drives ZF Breakdown/Failures

Item: BREAKDOWNS/FAILURES Metal Craft - Fire Boat 49 - Jet Drives ZF

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 20.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 17: Metal Craft - Fire Boat 49 - Service Calls

Description: Metal Craft - Fire Boat 49 - Service Calls

Service Call: General repairs to systems, bilge pumps, windshield wipers, lights, Horn, etc.

Item: GENERAL REPAIRS TO SYSTEMS Metal Craft - Fire Boat 49 - Service Calls

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 150.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Add On No
Charges
Allowed:

Line 18: Metal Craft - Fire Boat 49

Description: Metal Craft - Fire Boat 49

Haul Out Rate - 7 yearly

Item: HAUL OUT RATE Metal Craft - Fire Boat 49

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 7.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

Add On No
Charges
Allowed:

Line 19: Metal Craft - Fire Boat 49

Description: Metal Craft - Fire Boat 49

Out of Water Storage Rate Per Day

Item: OUT OF WATERSTORAGE RATE PER DAY Metal Craft - Fire Boat 49

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 60.0000

Unit of Measure: DA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

Add On Charges Allowed: No

Line 20: Metal Craft - Fire Boat 49 - Bottom Pressure Washing

Description: Metal Craft - Fire Boat 49 - Bottom Pressure Washing (Out of Water)

Item: OUT OF WATER Metal Craft - Fire Boat 49 - Bottom Pressure Washing

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

Add On Charges Allowed: No

Line 21: Metal Craft - Fire Boat 49 - Annual

Description: Metal Craft - Fire Boat 49 - Annual Bottom Painting Fee

Item: BOTTOM PAINTING FEE Metal Craft - Fire Boat 49 - Annual

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 22: Metal Craft - Fire Boat 49 - Annual

Description: Metal Craft - Fire Boat 49 - Annual Hurricane Reservation Fee

Item: HURRICANE RESERVATION FEE Metal Craft - Fire Boat 49 - Annual

Commodity 959-24 Boats and Motors Maintenance and Repair
Code:

Manufacturer MFC
Code:

Division: DIV

Quantity: 1.0000

Unit of LS
Measure:

Requested 12/21/2024
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate Yes
Responses:

Add On No
Charges
Allowed:

Line 23: Metal Craft - Fire Boat 49 - Annual

Description: Metal Craft - Fire Boat 49 - Annual Hurricane Haul Out Rate

Item: HURRICANE HAUL OUT RATE Metal Craft - Fire Boat 49 - Annual

Commodity 959-24 Boats and Motors Maintenance and Repair
Code:

Manufacturer MFC
Code:

Division: DIV

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate Yes
Responses:

Add On No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

**Charges
Allowed:**

Line 24: Metal Craft - Fire Boat 49 - Out of Water

Description: Metal Craft - Fire Boat 49 - Hurricane Out of Water Storage Rate (per day)

Item: HURRICANE STORAGE RATE Metal Craft - Fire Boat 49 - Out of Water

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 20.0000 **Unit of Measure:** DA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 25: Metal Craft - Fire Boat 49 - Annual

Description: Metal Craft - Fire Boat 49 - Annual Paint Routine Touch Up/Maintenance

Item: PAINT ROUTINE TOUCH UP/MAINT Metal Craft - Fire Boat 49 - Annual

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

Add On Charges Allowed: No

Line 26: Metal Craft - Fire Boat 49

Description: Metal Craft - Fire Boat 49

Captain Fee Hourly (Boat Moves)

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Item: CAPTAIN FEE HOURLY (BOAT MOVES) Metal Craft - Fire Boat 49

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC **Division:** DIV

Quantity: 80.0000 **Unit of Measure:** HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 27: Pass Thru - Fire Boat 49

Description: The bidder MUST enter \$35,000.00 as an estimated annual amount of money that may be spent on Parts and Materials on a pass-thru basis. If the bidder does not enter \$35,000.00 for this item, the City will make a correction to the tabulation and enter \$35,000.00 for the bidder.

Item: PASS THRU - FIRE BOAT 49 Pass Thru - Fire Boat 49 Pass Thru - Fire Boat 49

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 12/10/2024

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 28: McKee Craft - Fire Boat 249 - Monthly Bottom Cleaning

Description: McKee Craft - Fire Boat 249 - Monthly Bottom Cleaning

Monthly Bottom Cleaning (Divers) Algae Removal in water

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Item: DIVERS - ALGAE REMOVAL IN WATER McKee Craft - Fire Boat 249 - Monthly Bottom Cleaning

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 12.0000 **Unit of EA Measure:**

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 29: McKee Craft - Fire Boat 249

Description: McKee Craft - Fire Boat 249

Electrical Repairs, i.e. Chargers, Batteries, Etc.

Item: ELECTRICAL REPAIRS McKee Craft - Fire Boat 249

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 80.0000 **Unit of HR Measure:**

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Line 30: McKee Craft - Fire Boat 249

Description: McKee Craft - Fire Boat 249

Electronics Repairs i.e. GPS, Navigation, Radar, Antenna, Speakers, Etc.

Item: ELECTRONIC REPAIRS - GPS,ETC McKee Craft - Fire Boat 249

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 80.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 31: McKee Craft - Fire Boat 249

Description: McKee Craft - Fire Boat 249

Fire Pump Routine Service

Item: FIRE PUMP ROUTINE SERVICE McKee Craft - Fire Boat 249

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 20.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require No

Price Breaks No

Allow Alternate No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Response:

Allowed:

Responses:

**Add On No
Charges
Allowed:**

Line 32: McKee Craft - Fire Boat 249

Description: McKee Craft - Fire Boat 249

Fire Pump Repairs - Breakdowns

Item: FIRE PUMP REPAIRS-BREAKDOWNS McKee Craft - Fire Boat 249

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 20.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

**Add On No
Charges
Allowed:**

Line 33: McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Description: McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Engine Mains Yamaha - Routine Maintenance per manufacture service intervals

Item: ROUTINE MAINT PER MANUFACTURE McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Quantity: 80.0000

Unit of HR
Measure:

Requested Delivery
Date: 12/10/2024

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 34: McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Description: McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Engine Mains Yamaha - Breakdowns/Failures

Item: BREAKDOWNS/FAILURES McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 40.0000

Unit of HR
Measure:

Requested Delivery
Date: 12/10/2024

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 35: McKee Craft - Fire Boat 249 - Hydraulic Steering

Description: McKee Craft - Fire Boat 249 - Hydraulic Steering

Hydraulic Steering Routine Maintenance

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Item: ROUTINE MAINTENANCE McKee Craft - Fire Boat 249 - Hydraulic Steering

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 10.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 36: McKee Craft - Fire Boat 249 - Hydraulic Steering

Description: McKee Craft - Fire Boat 249 - Hydraulic Steering

Hydraulic Steering Breakdowns/Failures

Item: BREAKDOWNS/FAILURES McKee Craft - Fire Boat 249 - Hydraulic Steering

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 10.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 37: McKee Craft - Fire Boat 249 - General repairs to systems

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Description: McKee Craft - Fire Boat 249 - General repairs to systems

Service Call: General repairs to systems, bilge pumps, windshield wipers, lights, Horn, etc.

Item: SERVICE CALLS McKee Craft - Fire Boat 249 - General repairs to systems

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 80.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 38: McKee Craft - Fire Boat 249

Description: McKee Craft - Fire Boat 249

Haul Out Rate

Item: HAUL OUT RATE McKee Craft - Fire Boat 249

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 7.0000 **Unit of Measure:** EA

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Add On No
Charges
Allowed:

Line 39: McKee Craft - Fire Boat 249

Description: McKee Craft - Fire Boat 249

Out of Water Storage Rate (per day)

Item: OUT OF WATER STORAGE RATE McKee Craft - Fire Boat 249

Commodity 959-24 Boats and Motors Maintenance and Repair
Code:

Quantity: 60.0000 **Unit of EA**
Measure:

Requested 12/10/2024
Delivery
Date:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 40: McKee Craft - Fire Boat 249 - Out of Water

Description: McKee Craft - Fire Boat 249 - Out of Water

Bottom Pressure Washing (Out of Water)

Item: BOTTOM PRESSURE WASHING McKee Craft - Fire Boat 249 - Out of Water

Commodity 959-24 Boats and Motors Maintenance and Repair
Code:

Quantity: 1.0000 **Unit of EA**
Measure:

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 41: McKee Craft - Fire Boat 249 - Annual

Description: McKee Craft - Fire Boat 249 - Annual

Annual Bottom Painting Fee

Item: BOTTOM PAINTING FEE McKee Craft - Fire Boat 249 - Annual McKee Craft - Fire Boat 249 - Annual

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 42: McKee Craft - Fire Boat 249 - Annual

Description: McKee Craft - Fire Boat 249 - Annual

Annual Hurricane Reservation Fee

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Item: HURRICANE RESERVATION FEE McKee Craft - Fire Boat 249 - Annual

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 1.0000 **Unit of EA Measure:**

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 43: McKee Craft - Fire Boat 249 - Annual

Description: McKee Craft - Fire Boat 249 - Annual

Annual Hurricane Haul Out Rate

Item: HURRICANE HAUL OUT RATE McKee Craft - Fire Boat 249 - Annual

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 1.0000 **Unit of EA Measure:**

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 44: McKee Craft - Fire Boat 249 - Hurricane

Description: McKee Craft - Fire Boat 249 - Hurricane

Hurricane Out of Water Storage Rate (per day)

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Item: OUT OF WTR STORAGE RATE PER DAY McKee Craft - Fire Boat 249 - Hurricane

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 20.0000 **Unit of Measure:** EA

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 45: Wave Runners - 3

Description: Wave Runners - 3

Provide an hourly labor rate for structural and cosmetic repairs to fiberglass and aluminum boats.

Item: FIBERGLASS/PAINT REPAIRS Wave Runners - 3

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 20.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Line 46: Wave Runners - 3 - Engine Mains Yamaha

Description: Wave Runners - 3 - Engine Mains Yamaha

Engine Mains Yamaha - Routine Maintenance per manufacture service intervals

Item: ROUTINE MAINT PER MANUFACTURE Wave Runners - 3 - Engine Mains Yamaha

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 120.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 47: Wave Runners - 3 - Engine Mains Yamaha

Description: Wave Runners - 3 - Engine Mains Yamaha

Engine Mains Yamaha - Breakdowns/Failures

Item: BREAKDOWNS/FAILURES Wave Runners - 3 - Engine Mains Yamaha

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Quantity: 80.0000 **Unit of Measure:** HR

Requested Delivery Date: 12/10/2024

Require No

Price Breaks No

Allow Alternate No

Event # 340-0: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Response:

Allowed:

Responses:

**Add On No
Charges
Allowed:**

Line 48: PASS THRU - FIRE BOAT 249

Description: Allowance for Parts on a Pass Thru

The bidder MUST enter \$35,000.00 as an estimated annual amount of money that may be spent on Parts and Materials on a pass-thru basis. If the bidder does not enter \$35,000.00 for this item, the City will make a correction to the tabulation and enter \$35,000.00 for the bidder.

Item: PASS THRU - FIRE BOAT 249 Pass Thru - Fire Boat 249

Commodity Code: 959-24 Boats and Motors Maintenance and Repair

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

**Add On No
Charges
Allowed:**

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, Bidder, or Proposer, to provide Wave Runner, Boat(s) and Outboard Motor Maintenance and Repair for the City's various City Departments, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning [procedures for responding to this solicitation](#), contact Procurement Specialist Kirk McDonald at (954) 828-5073 or email at kmcdonald@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors. Please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this ITB.

1.3 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.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in

this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.5 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 the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing 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 the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) 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 the [City's on-line strategic sourcing platform](#) 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 the City's on-line strategic sourcing platform 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 the City's on-line strategic sourcing platform 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 should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal 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 Non-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.

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](#), and [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, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

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 Bidder 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 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.

2.19.3 Failure to comply at time of Bid submittal shall result in the Bidder 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: [Click Here](#)

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 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency,

as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status 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 the Tri- 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.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site: [Click Here](#)

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise 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 Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 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: [Click Here](#)

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: [Click Here](#)

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, 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 an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, 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.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal 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 subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. 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 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 subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors 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 subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 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 its 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 through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way 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 exposures, 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.

2.26.3 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, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, 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 Contractor does not own vehicles, 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.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). 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.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, 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.

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

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.

2.26.4 Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. 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 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 or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, 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 covered 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 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
401 SE 21st Street
Fort Lauderdale, FL 33316

- 2.26.5** Contractor has the sole responsibility for 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 application 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 Contractor's expense.

- 2.26.6 If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7 Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.
- 2.26.8 Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9 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 may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance 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.
- 2.26.10 Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11 It is Contractor's responsibility to ensure that any and all of 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 Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all 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.

2.28 Insurance for Collection of Credit Card Payments – N/A

2.29 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.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

2.30 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.

2.31 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.

2.32 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:

2.32.1 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;

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

2.32.3 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

2.32.4 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.

2.33 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.

2.34 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.

2.35 Approved Equal or Alternative Product Bids

Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.36 Contract Period

The initial contract term shall commence upon the date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3) additional one-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 270 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.

2.37 Cost Adjustments – N/A

2.38 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).

2.39 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.

2.40 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.

2.41 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.

2.42 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.

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 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 must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 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.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid 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.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

2.50 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 (2023) ("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 (2023). 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, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, 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 (2023), 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.

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The Contractor shall have maintenance and repair services available Monday through Friday during normal business hours (8 hours minimum per day). The Contractor shall make every effort to provide prompt emergency service after normal working hours when requested by the City. The Contractor's facility must be located in the City of Fort Lauderdale. The Contractor shall provide to the City an emergency call out list of persons and numbers to contact when emergency service is needed after hours.

It is preferred that the Contractor use personnel directly employed and supervised by the awarded Contractor. All Contractors' employees shall be fully qualified to keep the wave runners, boats, motors and all related equipment properly maintained and they shall use all reasonable care to maintain such in a proper operating condition at all times. The Contractor must be factory / manufacturer certified to service the wave runners and boats listed in these specifications, including, but not limited to: Cummins & Yamaha engines, Onan Marine Diesel Generators, ZF Marine Propulsion Systems, Fire Pump ZSM Darley 3000 GPM and Darley 500 with Kodiak KEN engine, HVAC unit Cruise Air STQ16 16,000 BTU and complete warranty work for applicable items.

Where replacement parts are needed, the Contractor shall use OEM parts or parts that are fully equal in quality to the original parts. The City reserves the right, if it deems necessary, to purchase replacement parts and equipment according to City purchasing ordinances and regulations. Contractor agrees to install and maintain such parts and equipment.

Contractor can either replace or repair parts or equipment that fail during the warranty period stated in the Contractor's bid. Contractor must have City approval prior to engaging in any repair work.

The City reserves the right to add or delete vessels to be serviced during the contract period. Any added vessel will be located within the Fort Lauderdale area.

Proposers shall be in the business of Wave Runner, Boat and Outboard Motor Repair and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. (It is preferred) All services must be completed by the awarded bidder. Necessary services may not be outsourced by third-party vendor(s). Must have a Marina within the City of Fort Lauderdale to support the needs of transportation and storage for any/all pending services.

3.2 Current Inventory

3.2.1 Fire Boats

Year	Size	Boat	Motor	HP
2004	28'	McKee Craft	Twin Yamaha	300 HP 4-Stroke
2017	43'	Metal Craft	Twin Cummins Diesel	550 HP

The vessels listed above are stored at 1015 Seabreeze Blvd, Fire Station 49.

3.2.2 Wave Runners

Year	Boat	Motor
2021	Wave Runner	Yamaha
2022	Wave Runner	Yamaha
2023	Wave Runner	Yamaha

The Vessels listed above are stored at 2871 E. Sunrise Blvd, Fire Station 13, Ocean Resue Headquarters.

3.3 Work Locations

The wave runners/boats/motors are currently located within the City of Fort Lauderdale at the addresses listed below under Current Inventory. **All work shall be done where the wave runners/boats/motors are physically located unless prior City approval is given to move them to another location for more efficient accomplishment of the work.** If work is accomplished at alternate locations, there will be no additional cost to the City, and the Contractor shall be held fully responsible for the care and safety of the boat, motor and all systems herein under his/her care, custody and control. There shall be no cost to the City for travel time to and from work locations. If the location of awarded contractors facility is not accessible by water, it shall be the contractors responsibility to pick up the vessel at the boat ramp located at 1784 SE 15 St. transport the vessel by ground to the facility and return the vessel to 1784 SE 15 St. when the work is complete.

3.4 Repairs

The repairs required by the City under this contract will normally be electrical and/or mechanical in nature. Such work shall be charged at the appropriate hourly rate or at the fixed rate for those items as listed in this ITB.

The Contractor shall respond within two (2) business days for all non-emergency repairs). All repair work shall be completed in an expedited manor. An estimate is required for ALL repairs exceeding \$500.00. If the Contractor has unforeseen delays, the City's Department coordinator (as indicated) shall be advised immediately. Upon completion the vessel shall be cleaned appropriately.

3.4.1 Emergency Repairs

Emergency requests for impaired or inoperable boats must be acknowledged within at least two (2) hours of the time of notification by the Department or designated contact person. The contractor shall dispatch a service repair technician to the location no later than four (4) hours of the time of the initial notification to assess all damages and provide a detailed report. The report shall include, but not be limited to, an itemized cost breakdown for electrical or mechanical related failures and an estimate indicating the length of time to complete repairs to return the boat to full operation.

3.5 Hourly Labor Rate (Fiberglass and Aluminum Repairs)

The Contractor shall provide an hourly labor rate for structural and cosmetic repairs to fiberglass and aluminum boats including all necessary equipment. Material necessary for repairs may be separately charged as provided for in this Invitation to Bid.

3.6 Parts, Materials and Equipment

The Contractor shall add a cost-plus percentage to their invoice cost for purchased parts, materials and equipment needed to operate, maintain and repair the specific boats, motors and related equipment. The Contractor shall be responsible for purchasing these items at the lowest possible cost consistent with the City's need for boats in service.

3.7 Motor Service – Metal Craft Fire Boat Preventative Maintenance Schedule

Perform service on motors that have reached recommended service hour intervals of operation in accordance with manufacturer's recommendations for this service. Cummins 550HP/ 2- Serial numbers - 74090070 & 74090059. Below is a list of the expected annual services and service hours for each boat, please provide per hour cost for each service.

Metal Craft – Fire Boat 49

Task Annually	UOM	Quantity
AC Routine Maintenance Cruise Air	hours	80
AC Repairs Breakdowns/Failures Cruise Air	hours	60
Electrical Repairs, i.e. Chargers, Batteries, Etc.	hours	40
Electronics Repairs i.e. GPS, Navigation, Radar, Antenna, Speakers, etc.	hours	40
Fire Pump Darley 3000 GPM Routine Service	hours	20
Fire Pump Darley 3000 GPM Repairs - Breakdowns	hours	40
Engine Mains Cummins QSB - Routine Maintenance per manufacture service intervals	hours	160
Engine Mains Cummins QSB - Breakdowns/Failures	hours	80
Transmission ZF Routine Maintenance per manufacture service intervals	hours	40
Transmission ZF Breakdowns/Failures	hours	20
Generator Phasor - Routine Maintenance per factory service intervals	hours	80
Generator Phasor - Breakdowns/Failures	hours	40
Hydraulic System Routine Maintenance	hours	80
Hydraulic System Breakdowns/Failures	hours	20
Jet Drives ZF Routine Maintenance	hours	80
Jet Drives ZF Breakdown/Failures	hours	20
Service Call: General repairs to systems, bilge pumps, windshield wipers, lights, Horn, etc.	hours	150
Haul Out Rate	each	7
Out of Water Storage Rate (per day)	each	60
Bottom Pressure Washing (Out of Water)	each	1
Annual Bottom Painting Fee	each	1
Annual Hurricane Reservation Fee	each	1
Annual Hurricane Haul Out Rate	each	1
Hurricane Out of Water Storage Rate (per day)	each	20
Annual Paint Routine Touch Up/Maintenance	each	1
Annual Paint/Body Work Repairs	each	1
Captain Fee Hourly (Boat Moves)	hours	80
Parts and Materials Annual Budget Amount	dollars	1

3.8 Motor Service – McKee Craft Fire Boat Preventative Maintenance Schedule

Perform service on motors that have reached recommended service hour intervals of operation in accordance with manufacturer’s recommendations for this service. Yamaha 300 HP-4 Stroke / 2- Serial numbers - 1011582 & 1004390. Below is a list of the expected annual services and service hours for each boat, please provide per hour cost for each service.

McKee Craft – Fire Boat 249

Task Annually	UOM	Quantity
Monthly Bottom Cleaning (Divers) Algae Removal in water	each	12
Electrical Repairs, i.e. Chargers, Batteries, Etc.	hours	80
Electronics Repairs i.e. GPS, Navigation, Radar, Antenna, Speakers, Etc.	hours	80
Fire Pump Routine Service	hours	20
Fire Pump Repairs - Breakdowns	hours	20
Engine Mains Yamaha - Routine Maintenance per manufacture service intervals	hours	80
Engine Mains Yamaha - Breakdowns/Failures	hours	40
Hydraulic Steering Routine Maintenance	hours	10
Hydraulic Steering Breakdowns/Failures	hours	10
Service Call: General repairs to systems, bilge pumps, windshield wipers, lights, Horn, etc.	hours	80
Haul Out Rate	each	7
Out of Water Storage Rate (per day)	each	60
Bottom Pressure Washing (Out of Water)	each	1
Annual Bottom Painting Fee	each	1
Annual Hurricane Reservation Fee	each	1
Annual Hurricane Haul Out Rate	each	1
Hurricane Out of Water Storage Rate (per day)	each	20
Parts and Materials Annual Budget Amount	dollars	1

Wave Runners - 3

Task Annually	UOM	Quantity
Fiberglass/Paint Repairs	each	20
Engine Mains Yamaha - Routine Maintenance per manufacture service intervals	each	120
Engine Mains Yamaha - Breakdowns/Failures	each	80

END OF SECTION



Tabulation Of Bids

Event # : 340

Name: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) in the tri-county area to provide Wave Runner, Boat(s) and Outboard Motor Maintenance and Repair for the City's various Departments, in accordance with the Terms and Conditions, and Specifications contained in this Invitation to Bid (ITB)

Open Date: 08/27/2024 02:00:00 PM

Close Date: 09/17/2024 02:00:00 PM

Event Currency: USD

Supplier	Bid Amount
Yacht Management South Florida 3001 SR 84 Fort Lauderdale, FL 33312	385,664.61

Items

Item: AC ROUTINE MAINT CRUISE AIR

Description: Metal Craft - Fire Boat 49 AC ROUTINE MAINT

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: AC REPAIRS BREAKDOWNS/FAILURES

Description: Metal Craft - Fire Boat 49

Unit of Measure: HR **Quantity:** 60.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	60.0000	145.00000000	8,700.00

Item: ELECTRICAL REPAIRS,CHARGERS, ETC

Description: Metal Craft - Fire Boat 49

Unit of Measure: HR **Quantity:** 40.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	40.0000	145.00000000	5,800.00

Item: ELECTRONICS REPAIR, GPS, ETC

Description: Metal Craft - Fire Boat 49

Unit of Measure: HR **Quantity:** 40.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	40.0000	145.00000000	5,800.00

Item: GPM ROUTINE SERVICE

Description: Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Unit of Measure: HR **Quantity:** 20.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	145.00000000	2,900.00

Item: GPM REPAIRS - BREAKDOWNS

Description: Metal Craft - Fire Boat 49 - Fire Pump Darly 3000

Unit of Measure: HR **Quantity:** 40.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	40.0000	145.00000000	5,800.00

Item: ROUTINE MAINTENANCE PER MANUFACT

Description: Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Unit of Measure: HR **Quantity:** 160.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	160.0000	145.00000000	23,200.00

Item: BREAKDOWNS/FAILURES

Description: Metal Craft - Fire Boat 49 - Engine Mains Cummins QSB

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: ROUTINE MAINTENANCE PER MANUFACT

Description: Metal Craft - Fire Boat 49 - Transmission ZF

Unit of Measure: HR **Quantity:** 40.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	40.0000	145.00000000	5,800.00

Item: BREAKDOWNS/FAILURES

Description: Metal Craft - Fire Boat 49 - Transmission ZF

Unit of Measure: HR **Quantity:** 20.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	145.00000000	2,900.00

Item: ROUTINE MAINTENANCE

Description: Metal Craft - Fire Boat 49 - Generator Phasor

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: BREAKDOWNS/FAILURES

Description: Metal Craft - Fire Boat 49 - Generator Phasor

Unit of Measure: HR **Quantity:** 40.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	40.0000	145.00000000	5,800.00

Item: ROUTINE MAINTENANCE

Description: Metal Craft - Fire Boat 49 - Hydraulic System

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: BREAKDOWNS/FAILURES

Description: Metal Craft - Fire Boat 49 - Hydraulic System

Unit of Measure: HR **Quantity:** 20.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	145.00000000	2,900.00

Item: ROUTINE MAINTENANCE

Description: Metal Craft - Fire Boat 49 - Jet Drives ZF

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: BREAKDOWNS/FAILURES

Description: Metal Craft - Fire Boat 49 - Jet Drives ZF

Unit of Measure: HR **Quantity:** 20.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	145.00000000	2,900.00

Item: GENERAL REPAIRS TO SYSTEMS

Description: Metal Craft - Fire Boat 49 - Service Calls

Unit of Measure: HR **Quantity:** 150.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	150.0000	145.00000000	21,750.00

Item: HAUL OUT RATE

Description: Metal Craft - Fire Boat 49

Unit of Measure: EA **Quantity:** 7.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	7.0000	714.00000000	4,998.00

Item: OUT OF WATER STORAGE RATE PER DAY

Description: Metal Craft - Fire Boat 49

Unit of DA Quantity: 60.0000
Measure:

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	60.0000	84.00000000	5,040.00

Item: OUT OF WATER

Description: Metal Craft - Fire Boat 49 - Bottom Pressure Washing

Unit of EA Quantity: 1.0000
Measure:

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	126.00000000	126.00

Item: BOTTOM PAINTING FEE

Description: Metal Craft - Fire Boat 49 - Annual

Unit of EA Quantity: 1.0000
Measure:

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	6,257.61000000	6,257.61

Item: HURRICANE RESERVATION FEE

Description: Metal Craft - Fire Boat 49 - Annual

Unit of LS Quantity: 1.0000
Measure:

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	12,500.00000000	12,500.00

Item: HURRICANE HAUL OUT RATE

Description: Metal Craft - Fire Boat 49 - Annual

Unit of Measure: EA **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	672.00000000	672.00

Item: HURRICANE STORAGE RATE

Description: Metal Craft - Fire Boat 49 - Out of Water

Unit of Measure: DA **Quantity:** 20.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	210.00000000	4,200.00

Item: PAINT ROUTINE TOUCH UP/MAINT

Description: Metal Craft - Fire Boat 49 - Annual

Unit of Measure: EA **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	5,000.00000000	5,000.00

Item: CAPTAIN FEE HOURLY (BOAT MOVES)

Description: Metal Craft - Fire Boat 49

Unit of Measure: HR **Quantity:** 80.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	50.00000000	4,000.00

Item: PASS THRU - FIRE BOAT 49

Description: Pass Thru - Fire Boat 49 **Description 2:** Pass Thru - Fire Boat 49

Unit of Measure: LS **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	35,000.00000000	35,000.00

Item: DIVERS - ALGAE REMOVAL IN WATER

Description: McKee Craft - Fire Boat 249 - Monthly Bottom Cleaning

Unit of Measure: EA **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	12.0000	112.00000000	1,344.00

Item: ELECTRICAL REPAIRS

Description: McKee Craft - Fire Boat 249

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: ELECTRONIC REPAIRS - GPS,ETC

Description: McKee Craft - Fire Boat 249

Unit of Measure: HR **Quantity:** 80.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: FIRE PUMP ROUTINE SERVICE

Description: McKee Craft - Fire Boat 249

Unit of Measure: HR **Quantity:** 20.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	145.00000000	2,900.00

Item: FIRE PUMP REPAIRS-BREAKDOWNS

Description: McKee Craft - Fire Boat 249

Unit of Measure: HR **Quantity:** 20.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	145.00000000	2,900.00

Item: ROUTINE MAINT PER MANUFACTURE

Description: McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: BREAKDOWNS/FAILURES

Description: McKee Craft - Fire Boat 249 - Engine Mains Yamaha

Unit of Measure: HR **Quantity:** 40.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	40.0000	145.00000000	5,800.00

Item: ROUTINE MAINTENANCE

Description: McKee Craft - Fire Boat 249 - Hydraulic Steering

Unit of Measure: HR **Quantity:** 10.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	10.0000	145.00000000	1,450.00

Item: BREAKDOWNS/FAILURES

Description: McKee Craft - Fire Boat 249 - Hydraulic Steering

Unit of Measure: HR **Quantity:** 10.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	10.0000	145.00000000	1,450.00

Item: SERVICE CALLS

Description: McKee Craft - Fire Boat 249 - General repairs to systems

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: HAUL OUT RATE

Description: McKee Craft - Fire Boat 249

Unit of Measure: EA **Quantity:** 7.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	7.0000	500.00000000	3,500.00

Item: OUT OF WATER STORAGE RATE

Description: McKee Craft - Fire Boat 249

Unit of EA Measure: **Quantity:** 60.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	60.0000	56.00000000	3,360.00

Item: BOTTOM PRESSURE WASHING

Description: McKee Craft - Fire Boat 249 - Out of Water

Unit of EA Measure: **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	84.00000000	84.00

Item: BOTTOM PAINTING FEE

Description: McKee Craft - Fire Boat 249 - Annual **Description 2:** McKee Craft - Fire Boat 249 - Annual

Unit of EA Measure: **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	3,785.00000000	3,785.00

Item: HURRICANE RESERVATION FEE

Description: McKee Craft - Fire Boat 249 - Annual

Unit of EA Measure: **Quantity:** 1.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	12,500.00000000	12,500.00

Item: HURRICANE HAUL OUT RATE

Description: McKee Craft - Fire Boat 249 - Annual

Unit of EA Measure: **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	448.00000000	448.00

Item: OUT OF WTR STORAGE RATE PER DAY

Description: McKee Craft - Fire Boat 249 - Hurricane

Unit of EA Measure: **Quantity:** 20.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	140.00000000	2,800.00

Item: FIBERGLASS/PAINT REPAIRS

Description: Wave Runners - 3

Unit of HR Measure: **Quantity:** 20.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	20.0000	145.00000000	2,900.00

Item: ROUTINE MAINT PER MANUFACTURE

Description: Wave Runners - 3 - Engine Mains Yamaha

Unit of HR Measure: **Quantity:** 120.0000

Tabulation Of Bids For Event # 340: Wave Runner, Boat(s) and Outboard Motor Maint. and Repair

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	120.0000	145.00000000	17,400.00

Item: BREAKDOWNS/FAILURES

Description: Wave Runners - 3 - Engine Mains Yamaha

Unit of Measure: HR **Quantity:** 80.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	80.0000	145.00000000	11,600.00

Item: PASS THRU - FIRE BOAT 249

Description: Pass Thru - Fire Boat 249

Unit of Measure: EA **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Yacht Management South Florida	1.0000	35,000.00000000	35,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: Danielle Jeanbaptiste PHONE (A/C, No, Ext): (954) 776-2222 E-MAIL ADDRESS: Danielle.Jeanbaptiste@bbrown.com	FAX (A/C, No): (954) 776-4446																					
INSURED Yacht Management South Florida Inc. 3001 WW Road 84 Fort Lauderdale FL 33312		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Mitsui Sumitomo Insurance USA Inc.</td> <td>22551</td> </tr> <tr> <td>INSURER B:</td> <td>Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER C:</td> <td>Stratford Insurance Company</td> <td>40436</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mitsui Sumitomo Insurance USA Inc.	22551	INSURER B:	Technology Insurance Company, Inc.	42376	INSURER C:	Stratford Insurance Company	40436	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 24/25 OL 23/24 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JEC <input type="checkbox"/> LOC OTHER:			OHM4510269	04/10/2024	04/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8407394	04/10/2024	04/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			OLM2510534	04/10/2024	04/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4298174	09/30/2023	09/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			VMX8003268	04/10/2024	04/10/2025	Limit 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Lauderdale 700 NW 19th Avenue Fort Lauderdale FL 33311	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	MAritime Employer's Liability - Any One Accdn			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				
Premium				
	PIP-Basic	PIP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
10,000				
Premium				
	Uninsured motorist combined single limit	UMCSL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
100,000				
Premium				
	Bumbershoot			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000	1,000,000		25,000	
Premium				
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$1,073.00				
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$160.00				
	Drug Free Workplace Cr	DRWC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$1,516.00				
	Experience Mod Factor 1	EXP01		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$6,915.00				
	Safety Certification Cr	SCRTC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$619.00				
	TERRIOSM COV	TEROR		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$194.00				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Yacht Management South Florida Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

PROPERTY:

Location Schedule/Limits:

3001 West State Road 84, Fort Lauderdale, FL 33312

- Wind - \$1,000,000 Building Limit / \$450,000 Business Personal Property / \$250,000 Business Income
- X-Wind - \$1,479,927 Building Limit / \$450,000 Business Personal Property / \$250,000 Business Income

- Wind Total Insurable Value (TIV): \$1,700,000
- X-Wind Total Insurable Value (TIV): \$2,179,927

PROPERTY - Wind Only

Policy Term: 07/10/2024 to 07/10/2025

Policy #: B0831NA0047524

Carrier: Lloyd's of London

Valuation: Replacement Cost / Coinsurance: 90% / Cause of Loss: Wind/Hail

Total Insured Value: \$1,700,000

Deductibles:

Wind/Hail - 5% of the Total Value per location, per loss

PROPERTY - X-Wind

Policy Term: 07/10/2024 - 07/10/2025

Policy #: P00100387896801

Carrier: Axis Surplus Insurance Company

Valuation: Replacement Cost / Coinsurance: NIL / Cause of Loss: Special

Total Insured Value: \$2,179,927

Deductibles:

All Other Perils - \$10,000 per occurrence



CITY OF FORT LAUDERDALE
BUSINESS TAX YEAR 2024-25



Business Tax Division

700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

Business ID: BL-1700825

Business Name: NEW RIVER MARINA

Business Address: 3001 W STATE ROAD 84

JOSHUA KERRIGAN
NEW RIVER MARINA
YACHT MANAGEMENT SOUTH FLORIDA INC
3001 W STATE ROAD 84
FORT LAUDERDALE FL 33312

TAX CATEGORIES

426102 MARINA (SALES,REPAIRS,FUEL, ETC)

Contact: JOSHUA KERRIGAN

Business Email: Joshua@Myyachtmanagement.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to businesstax@fortlauderdale.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV



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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	N/A
_____	_____
_____	_____
_____	_____
_____	_____

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
Joshua Herrington
Name (Printed)

Pres/CEO
Title
8-27-24
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. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

JL

Authorized Signature

Joshua Herron Pres/CEO

Print Name and Title

8-27-24

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 the credit card 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

Yacht Management South Florida
Company Name

Joshua Kerrigan
Name (Printed)

[Signature]
Signature

Pres/CEO
Title

8-27-24
Date



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 ITB, 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

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 price 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) _____ 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.
Business Name

(2) _____ 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.
Business Name

(3) Yacht Management South Florida 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.
Business Name

(4) _____ 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.
Business Name

(5) _____ requests a **Conditional Class B** 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.
Business Name

(6) _____ 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.
Business Name

BIDDER'S COMPANY: Yacht Management South Florida

AUTHORIZED COMPANY PERSON: Joshua Kerrigan Jh 8-27-24
PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration **and/or**
- 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 disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. 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.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1) _____
Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. 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.

(2) _____
Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

(3) _____
Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____
Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) Yacht Management South Florida
Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: Yacht Management South Florida

AUTHORIZED COMPANY PERSON: Joshua Kerrigan
PRINT NAME

JL
SIGNATURE

8-27-24
DATE

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: Event #340

Project Description: Wave runner, boat, and outboard motor Repairs.

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: Yacht Management South Florida

Authorized Company Person's Signature: JL

Authorized Company Person's Title: Pres/CEO

Date: 8-27-24

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Joshua Kerrigan Title: Pres/CEO Entity: Yacht Management South Florida

Signature: Jh Date: 8-27-24

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August 2024 by Joshua Kerrigan, as pres/CEO for Yacht Management, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

(Notary Seal)



Print Name: Joseph Donofrio

My commission expires: June 27, 2025

REFERENCES

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. Company Name: Sea Tar
Address: 3001 SR 84 Ft. Lauderdale FL 33312
Contact Name: Michelle Kerrigan
Phone #: 954-525-0037
Email Address: MKerrigan@seatar.com
Contract Value: as needed up to 100K Year: 2015 to Now

2. Company Name: Delray Harbor Club Marina
Address: 1035 S. Federal Hwy Delray Beach FL 33483
Contact Name: Trisha Webb
Phone #: 561-278-0332
Email Address: manager@delrayharborclub.com
Contract Value: 150K +/- Year: 2013 to Now

3. Company Name: Fiorilli Law Group PA
Address: 3001 SR 84 Ft. Lauderdale FL 33312
Contact Name: Justin Fiorilli
Phone #: 954-797-7719
Email Address: Justine.Fiorilli@law.com
Contract Value: 25K as needed Year: 2015 to Current

4. Company Name: _____
Address: _____
Contact Name: _____
Phone #: _____
Email Address: _____
Contract Value: _____ Year: _____

5. Company Name: _____
Address: _____
Contact Name: _____
Phone #: _____
Email Address: _____
Contract Value: _____ Year: _____

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform 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) Yacht Management South Florida EIN (Optional): 27-0679375

Address: 3001 SR 84

City: Ft. Lauderdale

State: FL Zip: 33312

Telephone No.: 954-941-6447 FAX No.: _____

Email: JoshuaCmyyachtmanagement.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1 to 1

Total Bid Discount (section 1.05 of General Conditions): 0

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

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.

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:

Joshua Harrison
Name (printed)

[Signature]
Signature

8-27-24
Date

Pres/CEO
Title

From: [Joshua Kerrigan](#)
To: [Kirk McDonald](#)
Subject: [EXTERNAL:CAUTION!]- RE: Competitive Negotiations (BAFO)-Invitation to Bid (Event) 340: Wave Runner, Boat(s) and Outboard Motor Maintenance and Repair
Date: Tuesday, October 15, 2024 12:46:15 PM
Attachments: [image002.png](#)
[image003.png](#)
[We sent you safe versions of your files.msg](#)
[Copy of Competitive Negotiations \(BAFO\)- Invitation to Bid Event 340 Completed.xlsx](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

[::CAUTION!:] This email originated from *outside* The City of Fort Lauderdale. Do Not Reply, click links, or open attachments from an unknown or suspicious origin. Confirm the email address is from an expected source before taking action. Report any suspicious emails to spamadmin@fortlauderdale.gov

Good afternoon, Mr. McDonald,

Please find the completed Excel sheet attached.

The rates and figures originally submitted will remain unchanged. As a reminder, we already provide the City with a significant discount, as our standard retail labor rate is \$185.00 per hour. Additionally, we do not charge the City for weekend or overtime rates.

I believe this is both fair and reasonable. We greatly value our relationship with the City and look forward to continuing to serve the city's needs for many years to come.

Please feel free to reach out if you have any questions.

Thank you, Sir!



Joshua Kerrigan
Founder and President
Yacht Management South Florida, Inc.

Address 3001 W State RD 84, Fort Lauderdale FL 33312

Office [+1-954-941-6447](tel:+1-954-941-6447)

Email joshua@MyYachtManagement.com

Website www.MyYachtManagement.com

Quote "Vocatus atque non vocatus Deus aderit."
-

What We Do [Click Here](#)
-

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From: Kirk McDonald <KMcDonald@fortlauderdale.gov>
Sent: Monday, October 14, 2024 11:09 AM
To: Joshua Kerrigan <joshua@myyachtmanagement.com>
Subject: Competitive Negotiations (BAFO)-Invitation to Bid (Event) 340: Wave Runner, Boat(s) and Outboard Motor Maintenance and Repair

Hello Mr. Kerrigan,

The City of Fort Lauderdale issued Invitation to Bid (Event) #340, Wave Runner, Boat(s) and Outboard Motor Maintenance and Repair. The Invitation to Bid contains language whereby the "City reserves the right to accept or reject any or all bids". Under a particular circumstance, the City's Procurement Ordinance allows for negotiations to occur. This is one of those circumstances when the Procurement Services Division can negotiate prices, even though an Invitation to Bid was the competitive method utilized.

Attached is the Competitive Negotiations (BAFO) Spreadsheet seeking better prices. Please insert your lowest and most competitive unit and extended prices in **Column G** and **Column H**, respectively. **The price reductions provided cannot impact any other of the line items. Your unit and extended bid prices on any or all of the line items can only be decreased and not increased.**

We are not looking towards negotiating back and forth on prices. We are seeking your "**Best and Final Offer (BAFO)**" on all line items. Your BAFO will be reviewed for favorable pricing and to determine whether it is in the City's best interest to award or not to award a contract to your company.

Please complete the spreadsheet and submit to me by no later than **Friday, October 18, 2024, at 12p.m.**

Respectfully,

Kirk McDonald

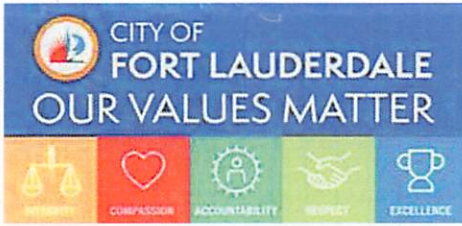
Senior Procurement Specialist

City of Fort Lauderdale | Procurement Services Division

100 N. Andrews Ave. | Fort Lauderdale FL 33301

P 954-828-5073 | F 954-828-5576 | kmcDonald@fortlauderdale.gov

Website: www.fortlauderdale.gov/departments/finance/procurement-services



Integrity – Compassion – Accountability – Respect – Excellence

WE BUILD COMMUNITY



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.



ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.](#)

Best and Final Offer: Event 340 Wave Runner, Boat(s) and Outboard Motor Maintenance and Repair

Item #	Item	Qty	Unit	Price	Total	Lowest and Most Competitive Prices	Unit	Lowest and Most Competitive Extended Prices
1	AC ROUTINE MAINT CRUISE AIR	80	HR	\$145.00	\$11,600.00	\$145.00		\$11,600.00
2	AC REPAIRS BREAKDOWNS/FAILURES	60	HR	\$145.00	\$8,700.00	\$145.00		\$8,700.00
3	ELECTRICAL REPAIRS,CHARGERS, ETC	40	HR	\$145.00	*\$5,800.00	\$145.00		\$5,800.00
4	ELECTRONICS REPAIR, GPS, ETC	40	HR	\$145.00	\$5,800.00	\$145.00		\$5,800.00
5	GPM ROUTINE SERVICE	20	HR	\$145.00	\$2,900.00	\$145.00		\$2,900.00
6	GPM REPAIRS - BREAKDOWNS	40	HR	\$145.00	\$5,800.00	\$145.00		\$5,800.00
7	ROUTINE MAINTENANCE PER MANUFACT	160	HR	\$145.00	\$23,200.00	\$145.00		\$23,200.00
8	BREAKDOWNS/FAILURES	80	HR	\$145.00	\$11,600.00	\$145.00		\$11,600.00
9	ROUTINE MAINTENANCE PER MANUFACT	40	HR	\$145.00	\$5,800.00	\$145.00		\$5,800.00
10	BREAKDOWNS/FAILURES	20	HR	\$145.00	\$2,900.00	\$145.00		\$2,900.00
11	ROUTINE MAINTENANCE	80	HR	\$145.00	\$11,600.00	\$145.00		\$11,600.00
12	BREAKDOWNS/FAILURES	40	HR	\$145.00	\$5,800.00	\$145.00		\$5,800.00
13	ROUTINE MAINTENANCE	80	HR	\$145.00	\$11,600.00	\$145.00		\$11,600.00
14	BREAKDOWNS/FAILURES	20	HR	\$145.00	\$2,900.00	\$145.00		\$2,900.00
15	ROUTINE MAINTENANCE	80	HR	\$145.00	\$11,600.00	\$145.00		\$11,600.00
16	BREAKDOWNS/FAILURES	20	HR	\$145.00	\$2,900.00	\$145.00		\$2,900.00
17	GENERAL REPAIRS TO SYSTEMS	150	HR	\$145.00	\$21,750.00	\$145.00		\$21,750.00
18	HAUL OUT RATE	7	EA	\$714.00	\$4,998.00	\$714.00		\$4,998.00
19	OUT OF WATER STORAGE RATE PER DAY	60	DA	\$84.00	\$5,040.00	\$84.00		\$5,040.00
20	OUT OF WATER	1	EA	\$126.00	\$126.00	\$126.00		\$126.00
21	BOTTOM PAINTING FEE	1	EA	\$6,257.61	\$6,257.61	\$6,257.61		\$6,257.61
22	HURRICANE RESERVATION FEE	1	LS	\$12,500.00	\$12,500.00	\$12,500.00		\$12,500.00
23	HURRICANE HAUL OUT RATE	1	EA	\$672.00	\$672.00	\$672.00		\$672.00
24	HURRICANE STORAGE RATE	20	DA	\$210.00	\$4,200.00	\$210.00		\$4,200.00
25	PAINT ROUTINE TOUCH UP/MAINT	1	EA	\$5,000.00	\$5,000.00	\$5,000.00		\$5,000.00
26	CAPTAIN FEE HOURLY (BOAT MOVES)	80	HR	\$50.00	\$4,000.00	\$50.00		\$4,000.00
27	PASS THRU - FIRE BOAT 49	1	LS	\$35,000.00	\$35,000.00	\$35,000.00		\$35,000.00
28	DIVERS - ALGAE REMOVAL IN WATER	12	EA	\$112.00	\$1,344.00	\$112.00		\$1,344.00
29	ELECTRICAL REPAIRS	80	HR	\$145.00	\$11,600.00	\$145.00		\$11,600.00
30	ELECTRONIC REPAIRS - GPS,ETC	80	HR	\$145.00	\$11,600.00	\$145.00		\$11,600.00
31	FIRE PUMP ROUTINE SERVICE	20	HR	\$145.00	\$2,900.00	\$145.00		\$2,900.00
32	FIRE PUMP REPAIRS-BREAKDOWNS	20	HR	\$145.00	\$2,900.00	\$145.00		\$2,900.00

33	ROUTINE MAINT PER MANUFACTURE	80	HR	\$145.00	\$11,600.00	\$145.00	\$11,600.00
34	BREAKDOWNS/FAILURES	40	HR	\$145.00	\$5,800.00	\$145.00	\$5,800.00
35	ROUTINE MAINTENANCE	10	HR	\$145.00	\$1,450.00	\$145.00	\$1,450.00
36	BREAKDOWNS/FAILURES	10	HR	\$145.00	\$1,450.00	\$145.00	\$1,450.00
37	SERVICE CALLS	80	HR	\$145.00	\$11,600.00	\$145.00	\$11,600.00
38	HAUL OUT RATE	7	EA	\$500.00	\$3,500.00	\$500.00	\$3,500.00
39	OUT OF WATER STORAGE RATE	60	EA	\$56.00	\$3,360.00	\$56.00	\$3,360.00
40	BOTTOM PRESSURE WASHING	1	EA	\$84.00	\$84.00	\$84.00	\$84.00
41	BOTTOM PAINTING FEE	1	EA	\$3,785.00	\$3,785.00	\$3,785.00	\$3,785.00
42	HURRICANE RESERVATION FEE	1	EA	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
43	HURRICANE HAUL OUT RATE	1	EA	\$448.00	\$448.00	\$448.00	\$448.00
44	OUT OF WTR STORAGE RATE PER DAY	20	EA	\$140.00	\$2,800.00	\$140.00	\$2,800.00
45	FIBERGLASS/PAINT REPAIRS	20	HR	\$145.00	\$2,900.00	\$145.00	\$2,900.00
46	ROUTINE MAINT PER MANUFACTURE	120	HR	\$145.00	\$17,400.00	\$145.00	\$17,400.00
47	BREAKDOWNS/FAILURES	80	HR	\$145.00	\$11,600.00	\$145.00	\$11,600.00
48	PASS THRU - FIRE BOAT 249	1	EA	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
49							
				Total:	\$385,664.61		\$385,664.61