

**AGREEMENT FOR  
BOAT AND OUTBOARD MOTOR MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT, made this 6 day of May 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and U.S. Recreational Alliance, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 820 Southwest 14 Court, Pompano Beach, FL 33060, Phone: 954-782-7279, Fax: 954-782-1239, Email: [Jamie@coastlinemarine.com](mailto:Jamie@coastlinemarine.com),

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

**WITNESSETH:**

**I. DOCUMENTS**

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

- (1) Request for Proposals No. 235-11141, Boat and Outboard Motor Repair Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated January 24, 2013, ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated May 6, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

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

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

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

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

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

The initial contract period shall commence on April 7, 2013, and shall end on April 6, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

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

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

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

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

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

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

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

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

### **B. Intellectual Property**

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

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

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

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

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

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

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

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

#### **F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A"-rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

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

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

Any firm performing work for or on behalf of the City of Fort Lauderdale 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.

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

**Garage Keepers/Shop Keepers Liability**

Limits: \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**G. Environmental, Health and Safety**

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

Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

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

**I. Rights in Documents and Work**

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

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

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's 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, 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 contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

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

**L. Independent Contractor**

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

**M. Inspection and Non-Waiver**

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

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

**N. Assignment and Performance**

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

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

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

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

In the event Contractor engages any 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 Article 768.28, Florida Statutes.

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

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

**X. Payable Interest**

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

**Y. Representation of Authority**

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

**AA. 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:

A. 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;

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

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

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

**BB. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract 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 (2012), Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135 (2012), Florida Statutes, as may be amended or revised.

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

CITY OF FORT LAUDERDALE

By: [Signature]  
City Manager

Approved as to form:

[Signature]  
Senior Assistant City Attorney

ATTEST

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRACTOR

By: [Signature]  
Print Name: James Strauss  
President

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 6 day of May, 2013, by James Strauss as president for U.S. Recreational Alliance, Inc., a Florida corporation.

(SEAL)

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



LISA M. SCALIA  
MY COMMISSION # EE 007314  
EXPIRES: July 8, 2014  
Rendered Thru Budget Notary Services

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

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

**CONTRACT  
COPY**

**Solicitation 235-11141**

**Boat and Outboard Motor Maintenance and Repair  
Services**

**Bid designation: Public**



**CITY OF FORT LAUDERDALE**

**City of Fort Lauderdale**

## Bid 235-11141 Boat and Outboard Motor Maintenance and Repair Services

Bid Number **235-11141**  
Bid Title **Boat and Outboard Motor Maintenance and Repair Services**

Bid Start Date **Jan 11, 2013 2:34:17 PM EST**  
Bid End Date **Jan 31, 2013 2:00:00 PM EST**  
Question &  
Answer End **Jan 18, 2013 5:00:00 PM EST**  
Date

Bid Contact **Jim Hemphill**  
**Sr. Procurement Specialist**  
**Procurement Department**  
**954-828-5143**  
**jhemphill@fortlauderdale.gov**

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**Changes made on Jan 16, 2013 3:17:29 PM EST**

New Documents **235-11141 Adden 1.doc**

**Changes were made to the following items:**  
Boat and Outboard Motor Maintenance and Repair Services

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**Changes made on Jan 24, 2013 1:56:00 PM EST**

New Documents **235-11141 Adden 2.doc**

Previous End Date **Jan 24, 2013 2:00:00 PM EST**      New End Date **Jan 31, 2013 2:00:00 PM EST**

**Changes were made to the following items:**  
Boat and Outboard Motor Maintenance and Repair Services

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**Description**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide BOAT AND OUTBOARD MOTOR MAINTENANCE AND REPAIR for various City Departments/Divisions, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**Added on Jan 16, 2013:**

Addendum #1 has been added to the Documents Page.

**Added on Jan 24, 2013:**

Addendum #2 has been added to the Documents Page

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**Changes made on Jan 16, 2013 3:17:29 PM EST**

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**Changes made on Jan 24, 2013 1:56:00 PM EST**

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

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

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

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

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

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

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

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

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

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

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

#### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

#### 3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-801387578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 11/12

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

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

**RFP # 235-11141****TITLE: Boat and Outboard Motor Maintenance and Repair Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide BOAT AND OUTBOARD MOTOR MAINTENANCE AND REPAIR for various City Departments/Divisions, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Sr. Procurement Specialist James Hemphill at (954) 828-5143 or email at [jhemphill@fortlauderdale.gov](mailto:jhemphill@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. 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.

**03. TRANSACTION FEES**

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

**04. ELIGIBILITY**

To be eligible for award of a contract in response to this solicitation, the Contractor 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 Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

**05. PRICING/DELIVERY**

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

All pricing must include delivery costs and be quoted FOB: Destination.

**06. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

**07. AWARD**

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or

not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. 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.

**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP	1/11/13
Pre-Proposal Meeting	NONE
Deadline for Questions/Request for Clarifications	1/18/13
Proposal Due Date/Time (Deadline)	1/24/13

**PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 11/12 (GC) are included and made a part of this RFP.
02. **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.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City or April 7, 2013, whichever is later, and shall expire TWO years from that date. The City reserves the right to extend the contract for two 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 ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **COST ADJUSTMENTS**  
Prices quoted shall be firm for the initial contract term two years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.
- Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).
- The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.
- Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.
- The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the

event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

08. 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).

09. 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.

10. 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.

11. INVOICES/PAYMENT

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

12. RELATED EXPENSES/TRAVEL EXPENSES

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

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals,

the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor 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.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 Contractor thirty (30) days written notice.

14. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

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

15. **INSURANCE**

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

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

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

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in

accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

### **Garage Keepers/Shop Keepers Liability**

Limits: \$1,000,000

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

## **16. SUBCONTRACTORS**

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 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.

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.

17. **INSURANCE – SUBCONTRACTORS**

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

18. **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:

A. 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;

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

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

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

19. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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

20. **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.

**21. CANADIAN COMPANIES**

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

**22. LOBBYING ACTIVITIES**

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

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

**23. BID TABULATIONS/INTENT TO AWARD**

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

**24. 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 <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

**25. 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 proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal:**

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

Failure to comply at time of proposal submittal shall result in the Proposer 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: <http://www.fortlauderdale.gov/purchasing/index.htm>**

**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.

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 01. GENERAL INFORMATION/INTENT

The Contractor shall have maintenance and repair service 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. It is desired that the Contractor's facility be located within an approximate 30 mile radius of the City of Fort Lauderdale Police Department Marine Unit office at S.E. 15<sup>th</sup> Street. 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 trained personnel directly employed and supervised by him. All contractors employees shall be fully qualified to keep the boats, motors and 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 boats listed in these specifications, including, but not limited to: Yamaha and Evinrude/Bombardier engines and complete warranty work for Yamaha.

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.

### 02. WORK LOCATIONS

The 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 boats/motors are physically located unless prior City approval is given to remove them to another location for more efficient accomplishment of the work.** If work is accomplished at other than these 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 or motor under his care, custody and control. There shall be no cost to the City for travel time to and from work locations.

### 03. CURRENT INVENTORY

#### A. POLICE MARINE UNIT

<u>Year</u>	<u>Size</u>	<u>Boat</u>	<u>Motor</u>	<u>HP</u>
2003	28'	Intrepid 289	Twin Yamaha	250 HP 4-Stroke
2003	28'	Intrepid 289	Twin Yamaha	250 HP 4-Stroke
2003	28'	Intrepid 298	Twin Yamaha	250 HP 4-Stroke
2003	28'	Intrepid 289	Twin Yamaha	250 HP 4-Stroke
2003	28'	Intrepid 289	Twin Yamaha	250 HP 4-Stroke

2003	28'	Intrepid 289	Twin Yamaha	250 HP 4-Stroke
2003	28'	Intrepid 289	Twin Yamaha	250 HP 4-Stroke
2003	28'	Intrepid 289	Twin Evinrude	225 ETEC
2003	28'	Intrepid 289	Twin Evinrude	225 ETEC
1992	22'	Zodiac	Twin Evinrude	150 HP
2008	12'	Zodiac	Yamaha	20 HP 4-Stroke

The above listed vessels are stored at 1784 S.E. 15<sup>th</sup> Street, the Marine Unit office. For questions regarding the above, contact Marine Unit Supervisor at 954-828-5441.

*NOTE REGARDING THIS LOCATION:* At the S.E. 15<sup>th</sup> Street location there is a ramp for hauling small boats.

#### B. PUBLIC SERVICES DEPARTMENT

<u>Year</u>	<u>Size</u>	<u>Boat</u>	<u>Motor</u>	<u>HP</u>
2007	20'	Pontoon Barge	Single Yamaha	90
2000	20'	Pontoon Barge	Single Yamaha	90
2008	20'	Pontoon Barge	Single Yamaha	90
1999	15'	Carolina Skiff	Single Yamaha	20

The above boats are located at 1784 S.E. 15<sup>th</sup> St., 220 S.W. 14th. Ave, 2101 NW 6<sup>th</sup> St., Coolie's Landing (S.W. 7<sup>th</sup> Av.), 6200 Bay View Dr. For questions regarding the above, contact Eddie Thomas at 954-828-5726.

#### C. BUSINESS ENTERPRISES/DOCKS & WATERWAYS

<u>Year</u>	<u>Size</u>	<u>Boat</u>	<u>Motor</u>	<u>HP</u>
1990	26'	Boston Whaler	Twin Evinrudes	150

For questions regarding the above, contact Levend Ekendiz at 954-828-7200.

#### 03. 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 estimated total of annual labor hours is 650 hours.

The Contractor shall respond within 2 business days for routine 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.

### 03A – EMERGENCY REPAIRS

Emergency requests for impaired or inoperable boats that require service in less than the minimum response time of 2 days must be acknowledged / addressed within at least 2 hours of the time of notification by the Department or contact person listed in section 3 of the RFP. The contractor shall dispatch a service repair technician to the location no later than 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.

#### 04. HOURLY LABOR RATE (Engine and Drive Work)

The hours charged for engine and drive work shall be the hours as listed in the current engine manufacturer flat rate manual. A copy of the manufacturer flat rate manual shall be provided to each listed departments coordinator upon award of bid. The City shall be charged a flat rate based upon multiplying the hourly rate bid by the number of hours and tenths listed for each operation. If the operation requires removing broken or corroded screws, or if the Contractor feels that the particular operation requires work in excess of the hours listed, or if the contractor requires additional time to secure parts or supplies, he may request additional time to complete the operation. However, if the City determines that the Contractor's request is excessive, then the City reserves the right to bid that work to other Contractors and award to the lowest responsive and responsible bidder. This does not include Fixed Job Rate items for which the cost for labor shall be included in the total price quoted for the job.

#### 05. HOURLY LABOR RATE (Fiberglass Repairs)

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

#### 06. 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. The estimated annual allowance for parts, material and equipment is \$10,000.00.

#### 07. FIXED RATES JOBS

Fixed Job Rates – The City wishes to have the following list of jobs charged to the City at a fixed / flat labor rate or fixed / flat cost per foot (LOA). Contractor shall furnish all labor and equipment to perform these jobs. Such jobs are considered standard. Any replacement parts required for these services shall be agreed upon by the City and billed separately in accordance with the specifications of this contract (See item #6 above). In the event that the Contractor, after examining the job, feels that it requires work in excess of standard, he may request that the job be paid on actual hours spent. The City may allow the Contractor to

charge actual hours if it agrees that the particular job will, because of its complexity, exceed normal hours.

- A. 100 / 300 HOUR MOTOR SERVICE: Perform service on motors that have reached 100 and 300 hour intervals of operation in accordance with manufacturers recommendations for this service. Provide a price for 2-stroke and a separate price for 4-stroke engines. The proposer shall list, as part of their submittal requirements, the specific service and parts included in the 100 as well as the 300 hour service as recommended by the manufacturer. Services include a minimum of:
1. Fuel and oil system components; inspect and repair leaks
  2. Air silencer; clean and inspect
  3. Thermostat; inspect and verify operation
  4. Power trim/trim fluid; inspect fluid level
  5. Engine to transom mounting hardware; re-torque (40 foot pounds)
  6. Electrical and ignition wires and connections; inspect
  7. Gear case; lubricant, replace
  8. Powerhead synchronization and linkage; inspect
  9. Access EMM information; resolve any service codes
  10. Fuel, oil filters & fuel water separator filters; replace
  11. Propeller shaft splines; inspect and lubricate
  12. Starter pinion shaft; inspect and lubricate
  13. Exhaust back pressure nipple; decarbonize
  14. Replace spark plugs
  15. Driveshaft splines; inspect and lubricate
  16. Water pump; inspect and replace
- B. Perform bottom paint service on above listed vessels, including pressure clean, prep and re-paint.
- C. Perform complete boat "detail": wash, polish and wax (including hull and center console where applicable) on listed vessels.
- D. Perform boat trailer maintenance and repair including wheel bearings, brakes.

## PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (4) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (5) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (3) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

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

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

## PART VI - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

**Submittals:** (To be indexed and submitted in the order listed)

### **A. LETTER OF INTEREST / COVER LETTER**

Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Followed by your signed PROPOSAL SIGNATURE PAGE and NON COLLUSION STATEMENT. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**B. COMPANY PROFILE**

Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide number of years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Days / Hours of operation; days throughout the year that you close.

**C. PROFESSIONAL LICENSES AND CERTIFICATES**

The Contractor must be a certified marine repair center. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations. Company must be licensed and/or registered in the State of Florida in all required disciplines – Include all certifications regarding the training your staff has received to work on various boats, engines, etc. **Also include proof of insurance in this section.**

**D. STAFF**

Provide information on your staff. How many technicians; their specialties (if any); support staff; experience of key staff members, including ownership; Indicate the amount of Yamaha/Evinrude certified technicians you have on staff; Other certifications staff members have; Years of experience of key staff.

**D1. Sub-Contractors -** If Bidder intends to sub-contract any part of the services contained in the RFP, please indicate that intent here, and provide complete information on the Company, including address, principals telephone number, experience; qualifications, licenses and what part of the contract they will be responsible for. NOTE: Their price must be included in your proposal prices

**E. QUALIFICATIONS / EXPERIENCE**

Proposers shall provide information to support their past experience, ability and capacity to perform the requirements of this Contract. Describe firm's overall experience; Give detail to projects done within the previous three (3) years. Indicate locations and scopes of services for contract similar in nature to our requirements as well as all other pertinent information.

**F. FACILITIES / EQUIPMENT**

Provide information regarding your firm's facilities and equipment that will be used for this contract. This should include but not be limited to: your fleet; specialized tools and equipment; communication (dispatch) capability and equipment; Provide detail on the standard equipment on your service vessels (tools, safety equipment, specialized equipment, etc.).

**G. SERVICE**

Service is considered a major factor in awarding this proposal. Convenience and experience shall be important factors in defining acceptable service. Provide the total distance from your facility to the City's Police boat location at S.E. 15<sup>th</sup> Street in Fort Lauderdale. Do you have any customer service; safety, or other training programs for your Personnel performing the service?

1. Radius from City of Fort Lauderdale Police boat facility.

PROPOSED RADIUS: \_\_\_\_\_ MILES

Facility Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. 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. Provide emergency and after hour contact information and your policy and procedures regarding this type of service.
3. Special Services: Give detail on any special services your company provides for contracts such as this one.

**H. TECHNICAL APPROACH**

Describe the range of repair and related services performed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them.

H1 – Detail what is included in your 100 hour service

H2 – Detail what is included in your bottom Paint Service

H3 – Detail what is included in your boat 'detail' services

H4 – Detail what is included in your Boat trailer Maintenance & repairs service.

**I. WARRANTY / GUARANTEES:** What assurances (if any) do you provide on your service?

**J. REFERENCES**

A list of current and former major accounts along with contact persons name, E-mails (very important to submit current e-mail addresses), Fax and phone number(s). This list should include accounts that represent company's experience with projects of similar size and exposures as scope of this project.

**K. COST PROPOSAL**

## PART VII – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

- |  |     |
|--|-----|
| 1. Service; logistic considerations; Technical Approach; Facilities and Equipment; warranties                            | 30% |
| 2. Experience, qualifications (including certifications, staff etc.) and performances of the proposing firm; References. | 25% |
| 3. Estimated cost to the City for Fixed Jobs   | 20% |
| 4. Estimated cost to the City for Time and Material type jobs  | 25% |

Total percent available 100

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process. The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**PART VIII - PROPOSAL PAGES – COST PROPOSAL**

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL PAGE and provide costs as requested in this RFP, may deem your proposal non-responsive.**

**FIXED RATE JOBS**

Furnish all labor and equipment to perform this service. Any replacement parts required for these services shall be agreed upon by the City and billed separately in accordance with the specifications of this contract.

1). 100 HOUR MOTOR SERVICE FOR 2 STROKE ENGINES: Perform service on motors that have reached 100 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service.

It is estimated that there should be approx. 6 requirements for this service throughout the year

Unit price \_\_\_\_\_ x 6 = \$ \_\_\_\_\_

2). 300 HOUR MOTOR SERVICE FOR 4-STROKE ENGINES: : Perform service on motors that have reached 300 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service. For Yamaha 4 stroke engines.

It is estimated that there should be approx. 6 requirements for this service throughout the year

Unit price \_\_\_\_\_ x 6 = \$ \_\_\_\_\_

3). BOTTOM PAINT SERVICE: Perform bottom paint service, pressure cleaning, prep and re-paint. To be priced per foot. Estimated 6 jobs/year for average 28' boat = 336 feet (LOA)

Unit price \_\_\_\_\_ x 6 = \$ \_\_\_\_\_

4). COMPLETE BOAT 'DETAIL' SERVICES: complete boat detail services including wash, polish and wax (including hull and center console where applicable. To be priced per foot. Estimated 6 jobs/year for average 28' boat = 336 feet (LOA).

Unit price \_\_\_\_\_ x 6 = \$ \_\_\_\_\_

5). BOAT TRAILER MAINTENANCE & REPAIR: Perform boat trailer maintenance and repair including wheel bearings and brakes.

Unit price \_\_\_\_\_ x 6 = \$ \_\_\_\_\_

**TOTAL – FIXED RATE JOBS: \$ \_\_\_\_\_**

**TIME AND MATERIAL TYPE JOBS**

**1). HOURLY LABOR RATE (Engine and Drive Work)**

The hours charged for engine and drive work shall be the hours as listed in the current engine manufacturer flat rate manual. A copy of the manufacturer flat rate manual shall be provided to each listed department coordinator upon award of bid. The City shall be charged a flat rate based upon multiplying the hourly rate bid by the number of hours and tenths listed for each operation. If the operation requires removing broken or corroded screws, or if the Contractor feels that the particular operation requires work in excess of the hours listed, or if the contractor requires additional time to secure parts or supplies, he may request additional time to complete the operation. However, if the City determines that the Contractor's request is excessive, then the City reserves the right to bid that work to other Contractors and award to the lowest responsive and responsible bidder

Hourly rate \$ \_\_\_\_\_ X 650 hours (estimated) = \$ \_\_\_\_\_

**2). HOURLY LABOR RATE (Fiberglass Repairs)**

The Contractor shall provide an hourly labor rate for structural and cosmetic repairs to fiberglass boats including all necessary equipment. Material necessary for repairs may be separately charged as provided for in the specifications. This does not include Fixed Job Rate items.

Hourly rate \$ \_\_\_\_\_ X 20 hours (estimated) = \$ \_\_\_\_\_

**3). 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 the City's needs for boats in service. The estimated annual spend for parts, material and equipment is \$10,000. Multiply this amount by your percentage for city calculation purposes.

\$10,000 X Percentage \_\_\_\_\_% = est.annual percentage markup of \$ \_\_\_\_\_ + \$10,000 = \$ \_\_\_\_\_

\*(Example: \$10,000 x 2% = \$200.00 + \$10,000 = \$10,200)

**TOTAL – TIME AND MATERIAL TYPE JOBS \$ \_\_\_\_\_**

**GRAND TOTAL - FIXED RATE AND TIME AND MATERIAL JOBS \$ \_\_\_\_\_**

**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>

**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.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name(printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company:(Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/> ).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

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

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

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

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

---

29-11

revised 11-

RFP NO.235-11141

TITLE: Boat and Outboard Motor Maintenance and Repair Services

ATTACHMENT "A "
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_\_, by \_\_\_ and \_\_\_ as \_\_\_ and \_\_\_ respectively, of \_\_\_ They are [ ] personally known to me or [ ] have produced \_\_\_ as

identification.
(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number \_\_\_\_\_

**ADDENDUM NO. 1**

RFP 235-11141  
Boat and Outboard Motor Maintenance and Repair Services

ISSUED 1/16/13

1. This addendum is being issued to make the following change:

Part VIII – Proposal Pages – Cost Proposal page for FIXED RATE JOBS (only) shall be replaced with the attached revised proposal page. Proposers are to use this page for their Fixed Rate Jobs calculations. The pricing page for Time and Material type jobs remains the same.

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PART VIII - PROPOSAL PAGES – COST PROPOSAL  
ADDENDUM #1 – REVISED PRICE PAGE FOR FIXED RATE JOBS**

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

**Failure to use the City’s COST PROPOSAL PAGE and provide costs as requested in this RFP, may deem your proposal non-responsive.**

**FIXED RATE JOBS**

Furnish all labor and equipment to perform this service. Any replacement parts required for these services shall be agreed upon by the City and billed separately in accordance with the specifications of this contract.

1). 100 HOUR MOTOR SERVICE FOR 2 STROKE ENGINES: Perform service on motors that have reached 100 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service.

It is estimated that there should be approx. 6 requirements for this service throughout the year

Unit price \_\_\_\_\_ x 6 = \$ \_\_\_\_\_

2). 300 HOUR MOTOR SERVICE FOR 4-STROKE ENGINES: : Perform service on motors that have reached 300 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service. For Yamaha 4 stroke engines.

It is estimated that there should be approx. 20 requirements for this service throughout the year

Unit price \_\_\_\_\_ x 20 = \$ \_\_\_\_\_

3). BOTTOM PAINT SERVICE: Perform bottom paint service, pressure cleaning, prep and re-paint. To be priced per foot. Estimated 6 jobs/year for average 28’ boat = 168 feet (LOA)

Unit price \_\_\_\_\_ / Ft. x 168 ft. = \$ \_\_\_\_\_

4). COMPLETE BOAT ‘DETAIL’ SERVICES: complete boat detail services including wash, polish and wax (including hull and center console where applicable. To be priced per foot. Estimated 6 jobs/year for average 28’ boat = 168 feet (LOA).

Unit price \_\_\_\_\_ /ft. x 168 ft. = \$ \_\_\_\_\_

5). BOAT TRAILER MAINTENANCE & REPAIR: Perform boat trailer maintenance and repair including wheel bearings and brakes.

Unit price \_\_\_\_\_ x 6 = \$ \_\_\_\_\_

**TOTAL – FIXED RATE JOBS: \$ \_\_\_\_\_**



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 2

RFP 235-11141  
BOAT AND OUTBOARD MOTOR MAINTENANCE AND REPAIR SERVICES

ISSUED 1/24/13

2. The opening date of this Request for Proposal has been changed to

January 31<sup>st</sup>, 2013

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

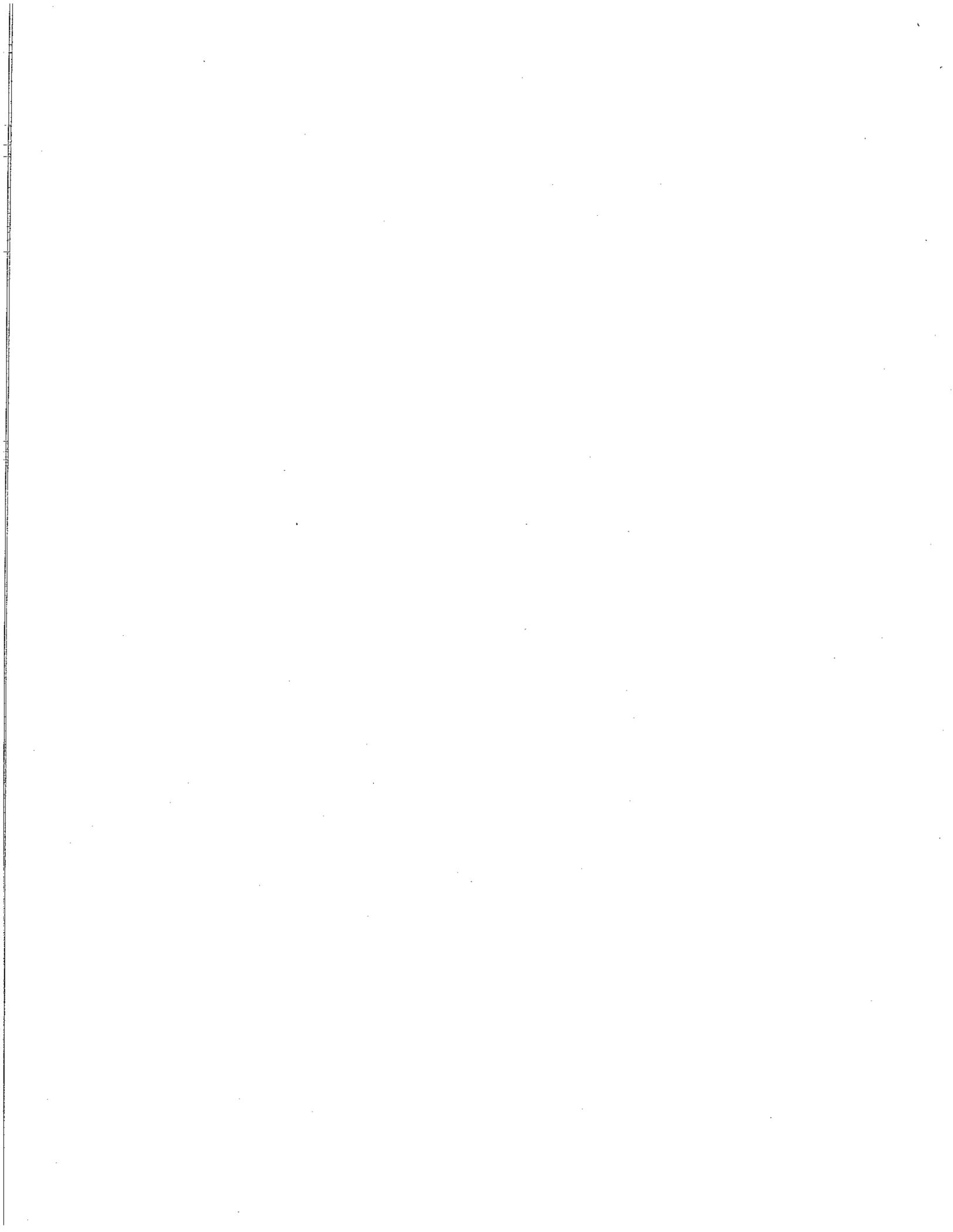
Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Question and Answers for Bid #235-11141 - Boat and Outboard Motor  
Maintenance and Repair Services**

**OVERALL BID QUESTIONS**

**There are no questions associated with this bid.**



ORIGINAL  
BID**Letter of Interest / Cover Letter**

As Owner of Coastline Marine, I want to share my gratitude for all the years we have worked together with the city. It has been beneficial and rewarding venture for us. THANK YOU , THANK YOU, THANK YOU.

Over the last few years our lives have been touched by multiple declines in many areas of business and economic growth. Being that we understand the decline in and hardship felt with budgeting issues we want to be able to do our part and support our municipalities. To this end we have dropped some of our prices to help reduce some of the costs to the city.

We must continue to do our best together to maintain what is so valuable to the city. The Marine Unit is without a doubt one of our cities most important units. We have to remind the city that most all of these motors are now approaching a critical time. They have many hours of use on them and as they get older they will need more than just minor services. PLEASE be aware that the costs for repairing some of these issues will be very expensive. This is one of the reasons we have chosen to lower our prices. We will need to make every effort to work together to continue to keep these boats in service.

I fully understand the scope of the work and pride myself on being available after hours and on weekends to work with the marine units and fire department. I am ready and willing to continue our relationship. Kevin Schultz made some positive changes in communications this past year and seems to have been a major asset in working our relationship with his office.

We are hopeful to again be working with the city and look forward to a favorable response.

Thanks

Jamie Strauss  
President/Owner

CONTRACT  
COPY

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:

*James Strauss*  
(signature)

1-24-2013  
(date)

Name(printed) James Strauss Title: Owner

Company:(Legal Registration) U.S. Recreational Alliance, Inc. dba Coastline Marine

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/> ).**

Address: 820 SW 14<sup>th</sup> Court

City Pompano Beach State: FL Zip 33060  
(954) (954)

Telephone No. 782-7279 FAX No. 782-1239 Email: jamie@coastlinemarine.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): ~~14~~ OK

Payment Terms (section 1.04): OK ~~A~~ Total Bid Discount (section 1.05): OK ~~A~~

Does your firm qualify for MBE or WBE status (section 1.09): MBE N/A WBE N/A

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

Addendum No.

RPP 235-11141 No #1

Date Issued

1-16-13

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES

NO

**NON-COLLUSION STATEMENT:**

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

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

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

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

**3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).**

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

**NAME**

**RELATIONSHIPS**

_____	_____
_____	_____
_____	_____
_____	_____

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



City of Fort Lauderdale, Procurement Department  
Room 619, City Hall, 100 North Andrews Avenue  
Fort Lauderdale, FL 33301

January 21, 2013

RFP 235-11141

**Section B – Company Profile:**

U S Recreational Alliance, Inc. dba Coastline Marine – Established 2002  
820 SW 14<sup>th</sup> Court  
Pompano Beach, FL. 33060  
Phone: 954-782-7279  
Fax: 954-782-1239  
[www.coastlinemarine.com](http://www.coastlinemarine.com)  
Serving South Florida

James Strauss – Owner	email: <a href="mailto:jamie@coastlinemarine.com">jamie@coastlinemarine.com</a>
Frank Romano – Service Manager	email: <a href="mailto:service@coastlinemarine.com">service@coastlinemarine.com</a>
Verna Real - Parts Department	email: <a href="mailto:verna@coastlinemarine.com">verna@coastlinemarine.com</a>
Lisa Scalia – Bookkeeper	email: <a href="mailto:Accounting@coastlinemarine.com">Accounting@coastlinemarine.com</a>

**Hours of Operation:** Monday-Friday 8:00am-5:30pm

**Closed on the following Holidays:** New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day and the Friday after  
Christmas Day



**Section C – Professional Licenses and Certificates**

Copies of Licenses and Certificates attached.

Johnson/Evinrude Dealer # 092939

Yamaha Marine Dealer # 078010

Suzuki Marine Dealer # 588067

Honda Marine Dealer # 331057

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)[Previous on List](#)[Next on List](#)[Return To List](#)[Officer/RA Name Search](#)[Events](#)[No Name History](#)

## Detail by Officer/Registered Agent Name

### Florida Profit Corporation

U.S. RECREATIONAL ALLIANCE, INC.

This detail screen does not contain information about the 2013 Annual Report.

[Click here to determine if a 2013 Annual Report has been filed.](#)

### Filing Information

Document Number P02000080821  
FEI/EIN Number 141843765  
Date Filed 07/25/2002  
State FL  
Status ACTIVE  
Last Event AMENDMENT  
Event Date Filed 11/26/2002  
Event Effective Date NONE

### Principal Address

820 SW 14TH COURT  
POMPANO BEACH FL 33060

Changed 04/16/2008

### Mailing Address

820 SW 14TH COURT  
POMPANO BEACH FL 33060

Changed 04/16/2008

### Registered Agent Name & Address

STRAUSS, JAMES  
971 E. COUNTRY CLUB CIRCLE  
PLANTATION FL 33317 US

Name Changed: 04/16/2003

Address Changed: 04/16/2003

### Officer/Director Detail

#### Name & Address

Title P

STRAUSS, JAMES  
971 E. COUNTRY CLUB CIR.

PLANTATION FL 33317

## Annual Reports

### Report Year Filed Date

2010	02/24/2010
2011	01/21/2011
2012	01/27/2012

## Document Images

<a href="#">01/27/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/24/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/27/2008 -- Off/Dir Resignation</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/26/2002 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">07/25/2002 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

**Note:** This is not official record. See documents if question or conflict.

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**No Name History**

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State of Florida, Department of State

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

**DBA:**  
**Business Name:** COASTLINE MARINE

**Receipt #:** 322-8582  
**Business Type:** BOAT REPAIR/MOBILE CAR DETAIL (SERVICE & REPAIR BOATS)

**Owner Name:** US RECREATIONAL ALLIANCE INC  
**Business Location:** 820 SW 14 CT  
POMPANO BEACH  
**Business Phone:** 954-782-7279

**Business Opened:** 09/11/2002  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
4

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

US RECREATIONAL ALLIANCE INC  
820 SW 14 CT  
POMPANO BEACH, FL 33060

**Receipt #** 04C-11-00002116  
**Paid** 07/20/2012 33.00

**2012 - 2013**

**BROWARD COUNTY LOCAL BUSINESS TAX RENEWAL**



Contractors must send proof of current Broward County Certificate of Competency or State License.  
The following must present a current state license, registration or exempt letter: automobile repair, ballroom dancing, detectors, food production, manufacturing or retail; funeral director/home, health studios, pawnshops/brokers, pest control, security guards, specialty contractor, telemarketing, travel.  
The following must present current proof of registration from Permitting, Licensing and Consumer Protection Division: Auto Body/Paint/Repair, Limousines, and Movers, Auto Body/Paint/Repair must also submit State MV license.  
If business is in unincorporated Broward County, a "Certificate of Use" obtained from Permitting, Licensing and Consumer Protection Division must be presented in correct ownership name, for change of business location or change of ownership.

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013**

**DBA:**  
**Business Name:** COASTLINE MARINE

**Receipt #:** 377-9520  
**Business Type:** OFFICE/SALES/BUSINESS/ADMIN (SALES OFFICE/BOATS)

**Owner Name:** US RECREATIONAL ALLIANCE INC  
**Business Location:** 820 SW 14 CT  
POMPANO BEACH  
**Business Phone:** 954-782-7279

**Business Opened:** 09/11/2002  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

US RECREATIONAL ALLIANCE INC  
820 SW 14 CT  
POMPANO BEACH, FL 33060

**Receipt #** 02A-11-00003888  
**Paid** 07/20/2012 45.00

**2012 - 2013**

## BROWARD COUNTY LOCAL BUSINESS TAX RENEWAL



Contractors must send proof of current Broward County Certificate of Competency or State License.  
The following must present a current state license, registration or exempt letter: automobile repair, ballroom dancing, detectives, food production, manufacturing or retail; funeral director/home, health studios, pawnshops/brokers, pest control, security guards, specialty contractor, telemarketing, travel.  
The following must present current proof of registration from Permitting, Licensing and Consumer Protection Division: Auto Body/Paint/Repair, Limousines, and Movers. Auto Body/Paint/Repair must also submit State MV license.  
If business is in unincorporated Broward County, a "Certificate of Use" obtained from Permitting, Licensing and Consumer Protection Division must be presented in correct ownership name, for change of business location or change of ownership.



# HAZARDOUS MATERIAL MANAGEMENT FACILITY LICENSE

License Number: HM-07309-12

**Applicant:**

James Strauss, President/RA  
U.S. Recreational Alliance, Inc.  
820 SW 14 Ct  
Pompano Beach, FL 33060

Facility Number: 07309  
Coastline Marine  
820 SW 14TH CT  
Pompano Beach, FL 33060

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by the Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances. If no objection to this license is received within 14 days, the Licensee will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, on the back of the license or as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

**Nature of Business:** Outboard Motor Sales & Service

**Hazardous Waste Stream:** Petroleum Products, Solvents, Batteries

**Well Field:** N/A

**Septic:** No

**IMPORTANT: THIS LICENSE IS ISSUED ONLY TO THE LICENSEE FOR THE FACILITY ADDRESS IDENTIFIED ABOVE. IF THE FACILITY MOVES, CLOSSES, OR HAS A CHANGE IN LICENSEE OR ACTIVITY, THE LICENSEE MUST:**

- Transfer license to a new owner or operator
- Submit written notification thirty (30) days prior to closing the facility
- Properly remove and/or dispose of all hazardous materials when closing a facility
- Submit application for each hazardous material management facility location(s) in Broward County
- Submit application, secure approval, and call (954) 519-1260 for inspection, prior to installing or modifying storage tanks
- Submit application, secure approval, and call (954) 519-1260 for inspection, prior to removing or moving storage tanks
- Properly maintain storage tanks and the associated license until all tanks are properly closed

**Application Received:** Sep 20, 2012

**Effective Date:** Nov 01, 2012

**Expiration Date:** Oct 31, 2014

**Prepared By:** Tim Shaffer

**Renewal Application Due:** Sep 01, 2014

Pollution Prevention, Remediation and Air Quality Division  
www.broward.org/environment

(PLEASE SEE LICENSE CONDITIONS ON THE BACK)



# City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

2012-2013

13 -00038496

NEW RENEWAL

**OWNER**

US RECREATIONAL ALLIANCE INC

DATE ISSUED 10/05/12

**ACCOUNT NO.**

4419882

REGISTRATION FEE 316.03

**BUSINESS NAME**

COASTLINE MARINE

DELINQUENT CHG. .00

**LOCATION**

820 SW 14 CT

TRANSFER FEE .00

**CLASSIFICATION**

MERCHANTS-Retail \$50,000.01 TO \$250,000.00

**TOTAL AMOUNT PAID** 316.03

COASTLINE MARINE

820 SW 14 COURT

POMPANO BEACH FL 33060

EFFECTIVE DATE OCTOBER 1 EXPIRATION DATE SEPTEMBER 30 13

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS BUSINESS TAX RECEIPT TO PUBLIC VIEW AT BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED, THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.



# City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

2012-2013

13 -00038497

NEW RENEWAL

**OWNER**

US RECREATIONAL ALLIANCE INC

DATE ISSUED 10/05/12

**ACCOUNT NO.**

4419882

REGISTRATION FEE 121.55

**BUSINESS NAME**

COASTLINE MARINE

DELINQUENT CHG. .00

**LOCATION**

820 SW 14 CT

TRANSFER FEE .00

**CLASSIFICATION**

REPAIR SVC-MARINE/BOAT

**TOTAL AMOUNT PAID** 121.55

COASTLINE MARINE

820 SW 14 COURT

POMPANO BEACH FL 33060

EFFECTIVE DATE OCTOBER 1 EXPIRATION DATE SEPTEMBER 30 13

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS BUSINESS TAX RECEIPT TO PUBLIC VIEW AT BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED, THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2012

**PRODUCER**

Dealer Risk Services, Inc.  
1101 North Congress Avenue Ste 201  
Boynton Beach FL 33426  
Phone: 561-752-0199 Fax: 561-752-3039

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

**INSURED**

US Recreational Alliance Inc  
dba Coastline Marine  
820 SW 14 Court  
Pompano Beach FL 33060

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: North American Specialty  
INSURER B: Progressive Insurance Co  
INSURER C: AIG  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	50C4000362-00	09/20/12	09/20/13	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
B		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	03659194-6	08/18/2012	08/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Marine Ops Legal Liability	50M4000363-00	09/20/12	09/20/13	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ 1,000,000 AGG \$ 1,000,000
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001-67-2481	07/28/2012	07/28/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Workers Compensation includes USL&H coverage.  
Certificate Holder is named as Additional Insured  
Email: Stephanie Gordon - SGordon@fortlauderdals.gov

**CERTIFICATE HOLDER**

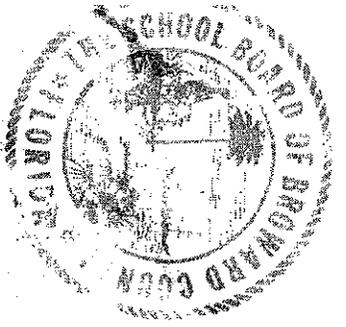
City of Ft. Lauderdale  
Procurement Services Department  
100 N. Andrews Ave #619  
Ft. Lauderdale, FL 33301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





# Paul J. Fatter Technical Center

## Certificate of Completion

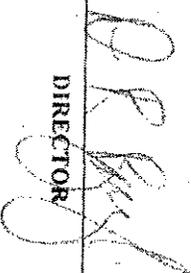
This certifies that  
**Kevin Sigler**

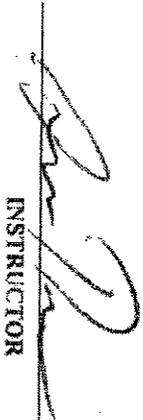
has met the requirements of a program of training in

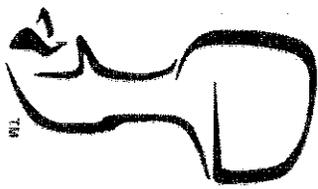
**Marine Service Technology**

as prescribed by the Florida Department of Education and  
The School Board of Broward County, Florida

Given this 30th day of May, 2001

  
\_\_\_\_\_  
DIRECTOR

  
\_\_\_\_\_  
INSTRUCTOR



*Justus*®

This diploma certifies that

**KEVIN S GIGLER**

has satisfactorily completed this

**E-ssentials 2 - Evinrude® E-TEC™ Outboards**  
course, as presented by Bombardier Recreational Products Inc.

Technical Service Training

Distance Learning Program

June 14, 2006



*Justisuri*®

This diploma certifies that  
**KEVIN S GIGLER**

has satisfactorily completed this  
**E-ssentials 3: Evinrude E-TEC V Models**  
course, as presented by Bombardier Recreational Products Inc.  
Technical Service Training  
Distance Learning Program

August 14, 2005

# *Certificate of Completion*



*Kevin Gigler*

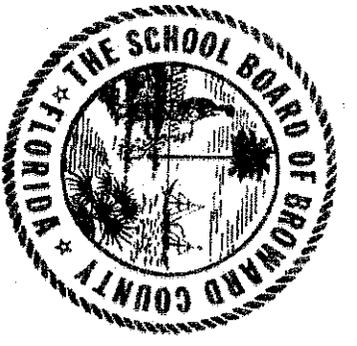
*has successfully completed*

**2010 New Model Technical Update**

*Introducing the latest Suzuki product updates and servicing procedures*

*Presented October 2010*

**American Suzuki Motor Corporation**



# McFatter Technical Center

## Certificate of Completion

This certifies that  
*Daniel E. McHenry*  
has met the requirements of a program of training in  
**Marine Service Technology**

as prescribed by the Florida Department of Education and  
The School Board of Broward County, Florida

Given this 29th day of September, 2005

*John A. Thomas*  
DIRECTOR

*[Signature]*  
INSTRUCTOR



**EVINRUDE®**  
**JOHNSON®**



This diploma acknowledges that

DANIEL MCKENNY

has satisfactorily completed this  
E-ssentials - Outboard System Function and Service  
course, as presented by BRP Training Institute

Distance Learning Program

July 08, 2005





This diploma certifies that

DANIEL L MCKENNY JR

has satisfactorily completed this

E-ssentials 2 - Evinrude® E-TEC™ Outboards

course, as presented by Bombardier Recreational Products Inc.

Technical Service Training

Distance Learning Program

July 22, 2005

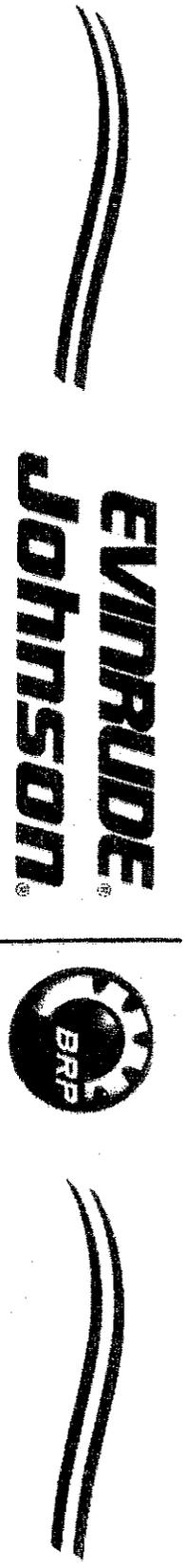


This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this  
E-ssentials 3: Evinrude E-TEC V Models  
course, as presented by Bombardier Recreational Products Inc.  
Technical Service Training  
Distance Learning Program

July 22, 2005



DANIEL MCKENNY

*has satisfactorily completed*

*the B.R.P.T.I. requirements to achieve the status of*

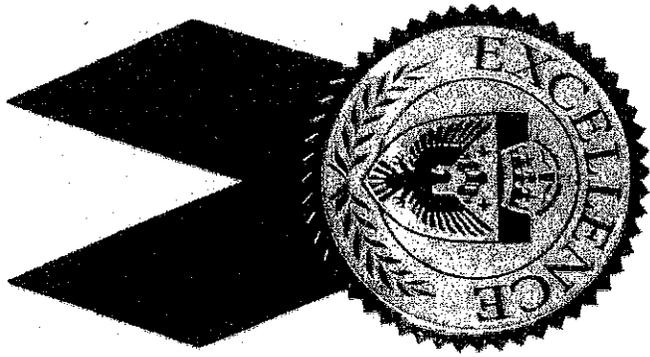
# Certified Technician

*presented* 4/16/2008 *by*

*Bombardier Recreational Products Training Institute*

Dan McKenna

*Instructor*





This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this  
Essentials 4: Effective Troubleshooting  
Technical Service Training  
Distance Learning Program

May 06, 2008



This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this

2008 Product Service Update

course, as presented by Bombardier Recreational Products Inc.

Technical Service Training

Distance Learning Program

May 07, 2008



This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this

**E-ssentials: Rigging and Propeller Selection**  
course, as presented by Bombardier Recreational Products Inc.  
Technical Service Training  
Distance Learning Program

April 11, 2011



This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this

2011 Product Service Update

course, as presented by Bombardier Recreational Products Inc.

Technical Service Training

Distance Learning Program

April 27, 2011



This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this  
2009 Product Service Update  
course, as presented by Bombardier Recreational Products Inc.  
Technical Service Training  
Distance Learning Program

May 18, 2011



This diploma certifies that

**DANIEL L MCKENNY**

has satisfactorily completed this

**2010 Product Service Update**

course, as presented by Bombardier Recreational Products Inc.

Technical Service Training

Distance Learning Program

May 25, 2011

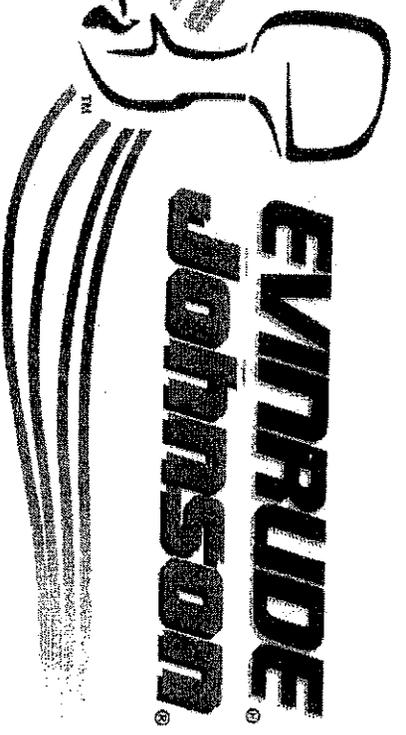


This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this  
E-essentials: Servicing Evinrude E-TEC  
course, as presented by Bombardier Recreational Products Inc.  
Technical Service Training  
Distance Learning Program

July 13, 2011



This diploma certifies that

DANIEL L MCKENNY

has satisfactorily completed this  
2012 Product Service Update  
course, as presented by Bombardier Recreational Products Inc.  
Technical Service Training  
Distance Learning Program

March 22, 2012

# Recognition

This is to recognize that

**Daniel McKenny**

has attended the

## 2006

## Marine Technical Update Seminar

representing

Ocean High Performance Marine

as presented by Yamaha Motor Corporation, USA

November 29 ~ December 22, 2005

**Tim Smith**

Instructor

**Pat Larius**

Instructor

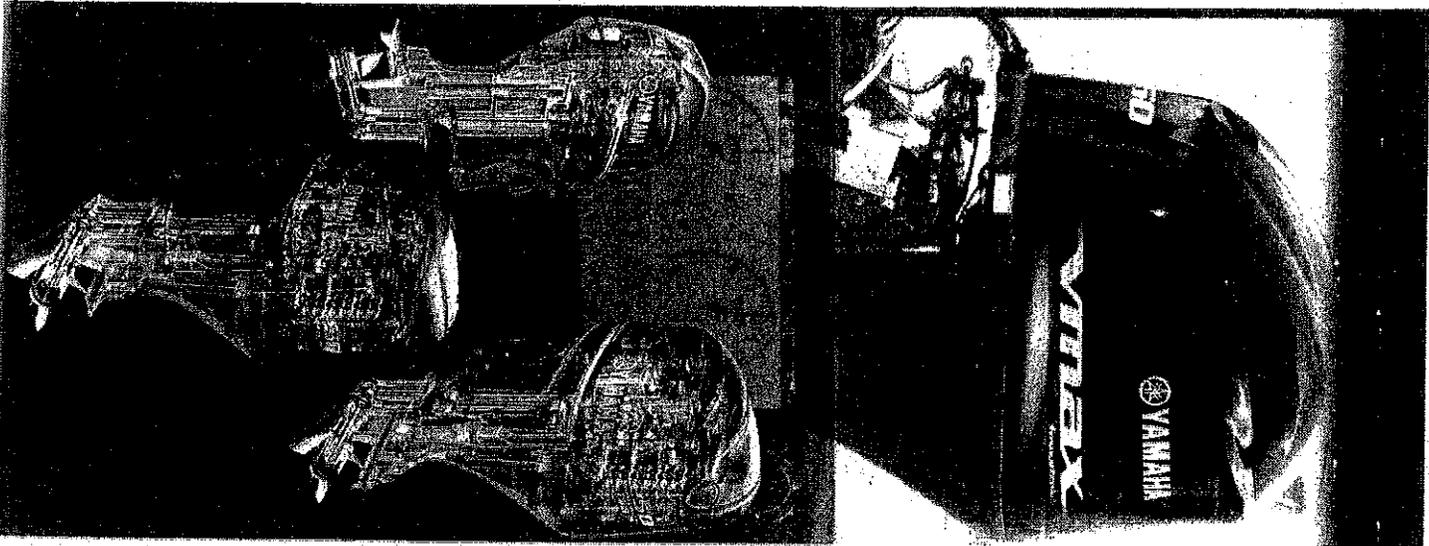
**James Mills**

Marine Service Manager



**YAMAHA**





# Recognition

This is to recognize that

**Daniel McKenny**

has attended the

**2010 Marine**

**Technical Update Seminar**

as presented by Yamaha Motor Corporation, U.S.A.

**February 1 ~ April 9, 2010**

**Tim Smith**

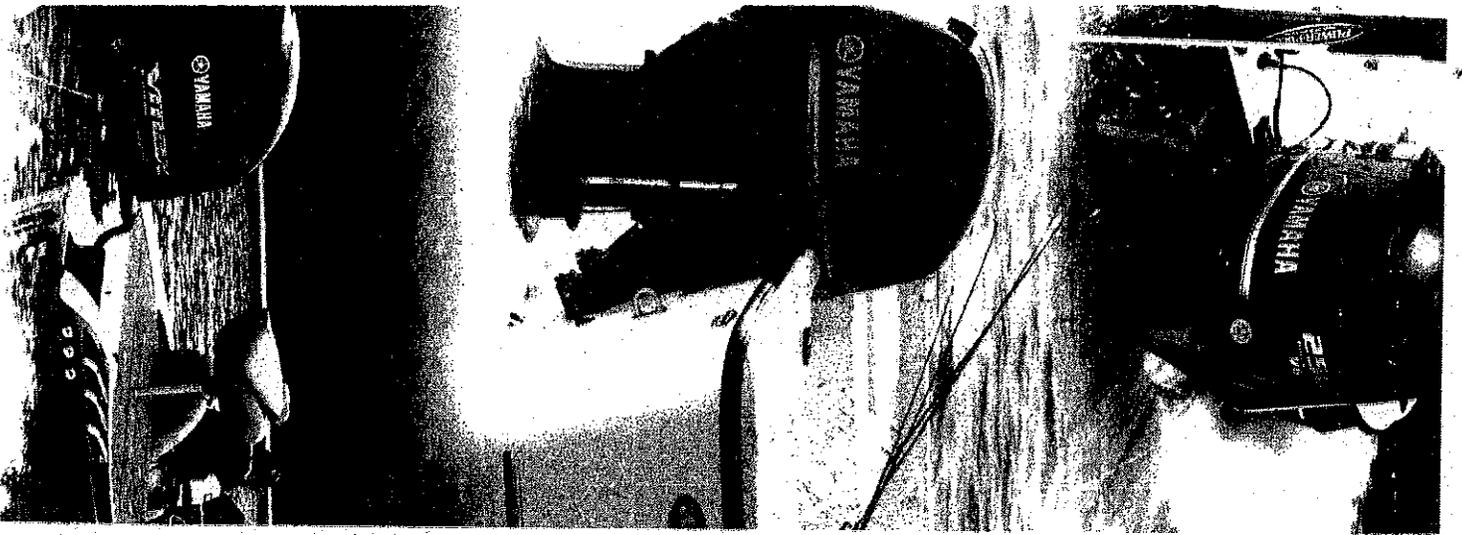
**Joe Maniscalco**

Instructor

Instructor

Assistant Department Manager - Marine Service





**YAMAHA**

*This is to recognize that*

**Daniel McKenny**

*Attended*

**Outboard Systems**

*Offered by Yamaha Marine University*

*April 15, 2011*

*Paul C. Pearson*

*Tanks Division*

*Assistant Department Manager*

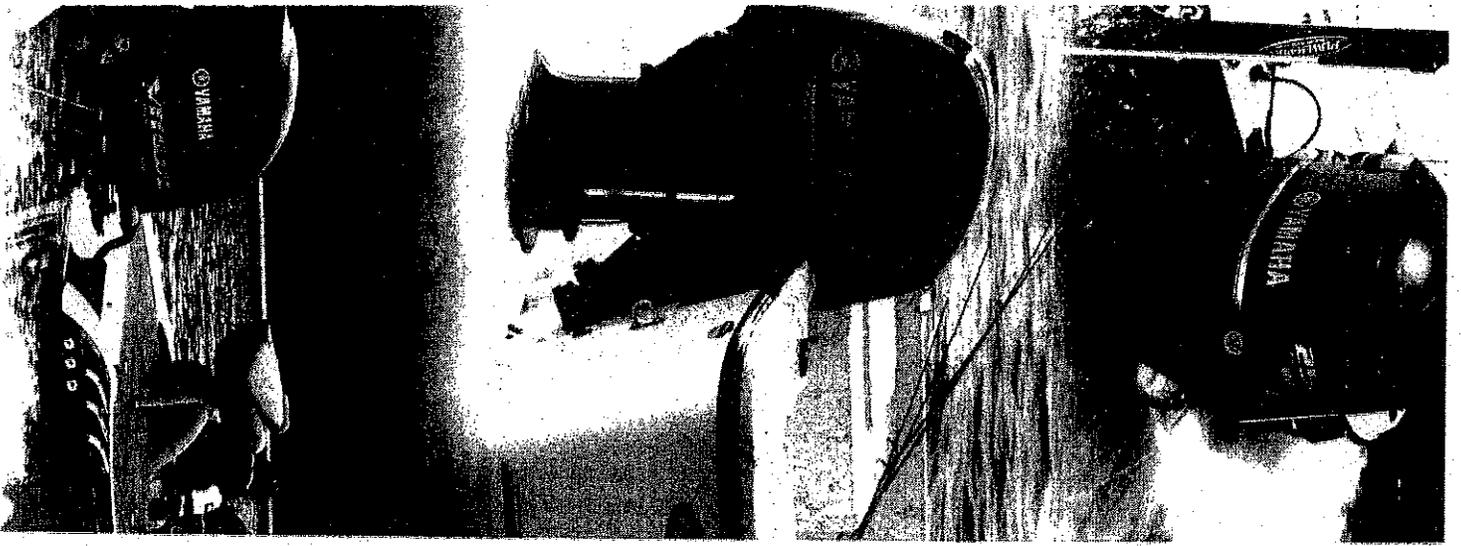
*Bob Pappal*

*Tanks Division*

*Assistant Division Manager*

**Yamaha**





**YAMAHA**

*This is to recognize that*

**Daniel McKenny**

*has successfully completed*

**Fuel Systems**

*Offered by Yamaha Marine University*

*October 21, 2011*

*Paul C. Keaton*

*Tacks Chairman*

*Assistant Department Manager*

*Bob Powell*

*Tack Captain*

*Assistant Division Manager*

**Yamaha**  
Marine University





**YAMAHA**

*This is to recognize that*

**Daniel McKenny**

*has successfully completed*

**Four Stroke Systems**

*Offered by Yamaha Marine University*

*November 18, 2011*

*Paul C. Reston*

*Yachts Master*

*Assistant Department Manager*

*Bob Boyd*

*Yacht Captain*

*Assistant Division Manager*

Yamaha 

# *Certificate of Completion*



*Daniel Mckenny*

*has successfully completed*

*2010 New Model Technical Update*

*Introducing the latest Suzuki product updates and servicing procedures*

*Presented October 2010*

**American Suzuki Motor Corporation**



This diploma certifies that

**FRANK J ROMANO**

has satisfactorily completed this

**E-ssentials 3: Evinrude E-TEC V Models**

course, as presented by Bombardier Recreational Products Inc.

Technical Service Training

Distance Learning Program

**2006**  
January 11 2006



This diploma certifies that

**FRANK J ROMANO**

has satisfactorily completed this

**E-essentials 2 - Evinrude® E-TEC™ Outboards**

course, as presented by Bombardier Recreational Products Inc.

Technical Service Training

Distance Learning Program

**2006**  
January 14 2006

# Recognition

This is to recognize that

**Frank Romano**

has attended the

# 2006

## Marine Technical Update Seminar

representing

Coastline Marine

as presented by Yamaha Motor Corporation, USA

November 29 ~ December 22, 2005

*Tim Smith*

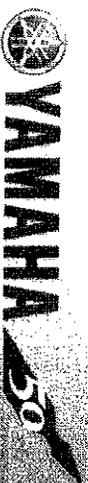
Instructor

*Pat Lanius*

Instructor

*James Mills*

Marine Service Manager



This is to recognize that

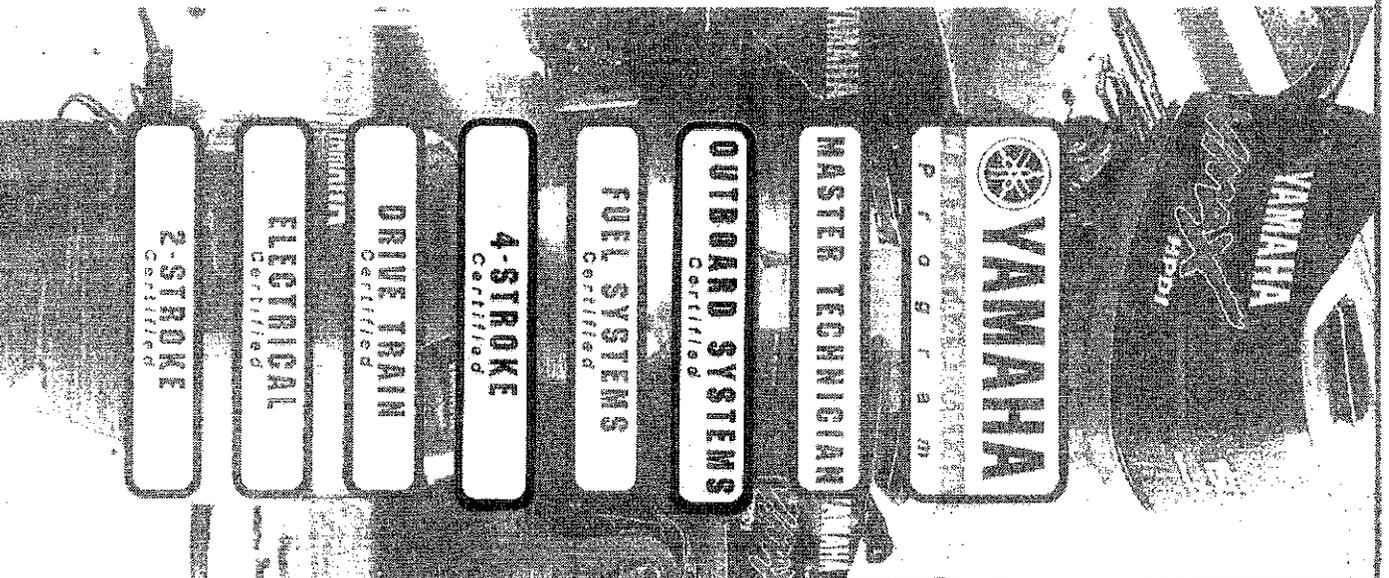
# Frank J. Romano

has completed the training  
shown herein in gold  
and, where indicated, has achieved  
the status of

## CERTIFIED MASTER TECHNICIAN

*Claude Von Plato*  
Claude Von Plato  
Division Manager

*James Mills*  
James Mills  
National Marine Service Manager



This is to recognize that

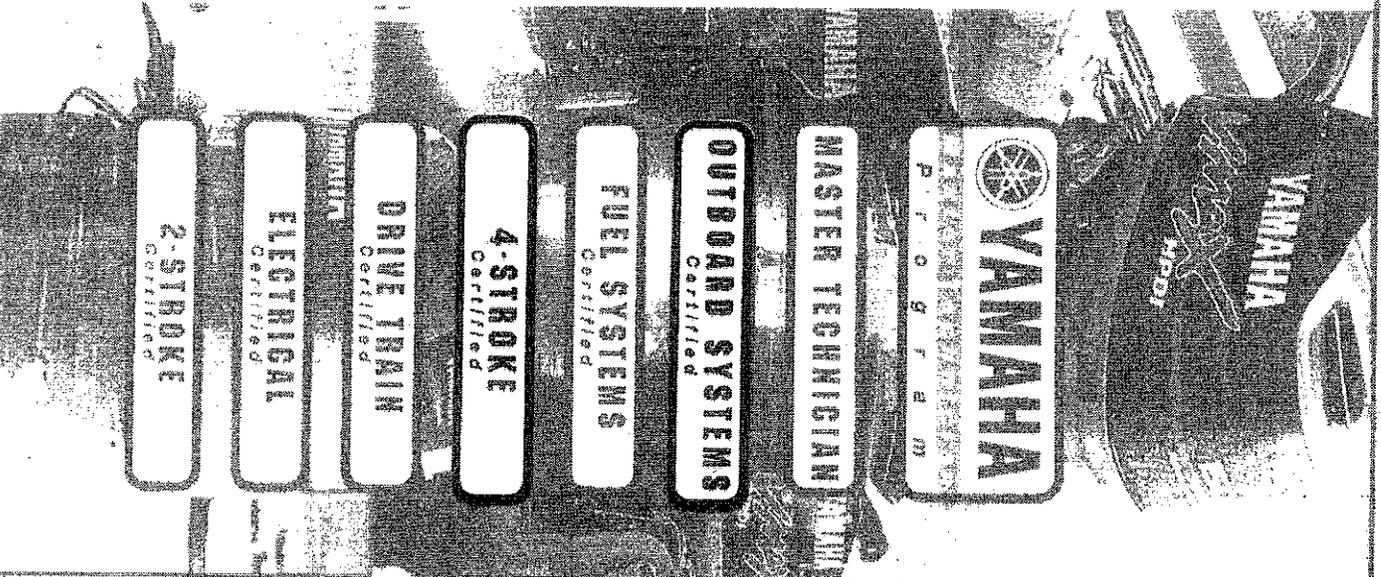
# Frank J. Romano

has completed the training  
shown herein in gold  
and, where indicated, has achieved  
the status of

## CERTIFIED MASTER TECHNICIAN

*Claude von Plato*  
Claude von Plato  
Division Manager

*James Mills*  
James Mills  
National Marine Service Manager



This is to recognize that

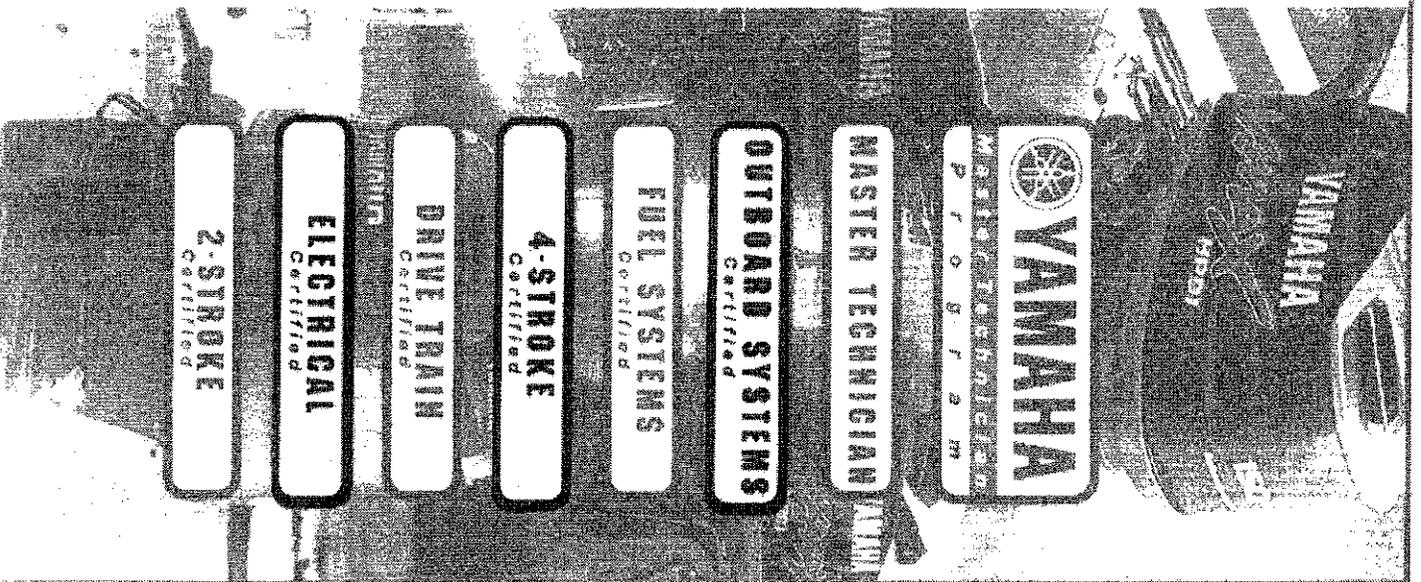
# Frank J. Romano

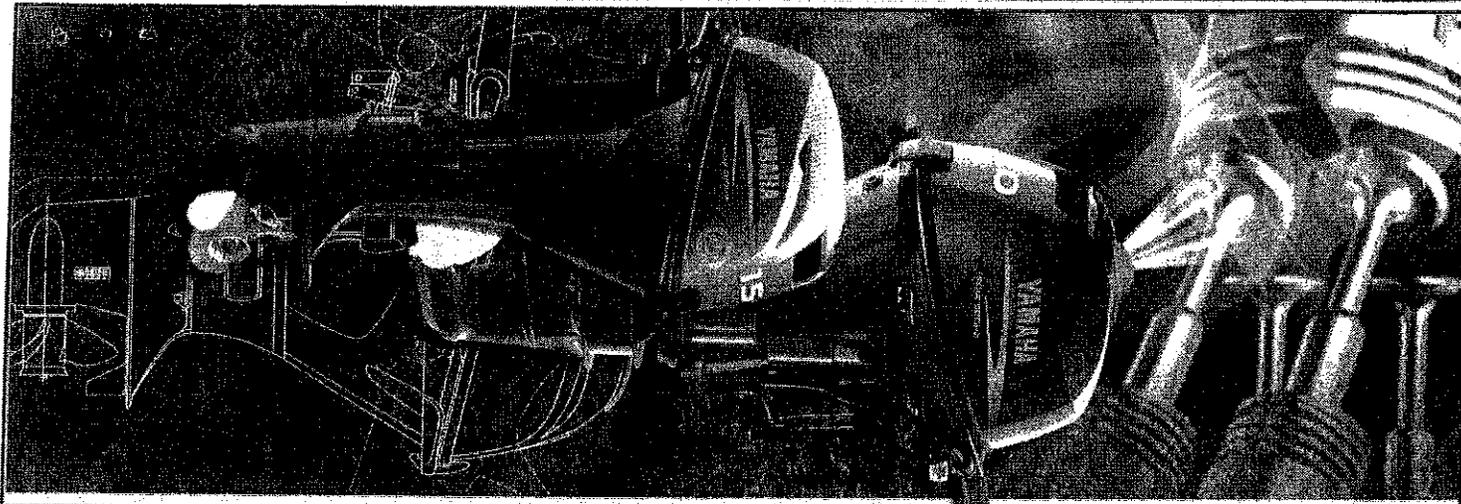
has completed the training  
shown herein in gold  
and, where indicated, has achieved  
the status of

## CERTIFIED MASTER TECHNICIAN

*Claude Von Plato*  
Claude Von Plato  
Division Manager

*James Mills*  
James Mills  
National Marine Service Manager





# *Recognition*

This is to recognize that

*Frank Romano*

has attended the

## MARINE TECHNICAL UPDATE SEMINAR

as presented by Yamaha Motor Corporation, U.S.A.

November 28 ~ December 21, 2006

*Tim Smith*

*Instructor*

*James Mills*

*Marine Service Manager*

*Kerry Schroeder*

*Instructor*

*Representing*

*Coastline Marine Inc.*



This is to recognize that

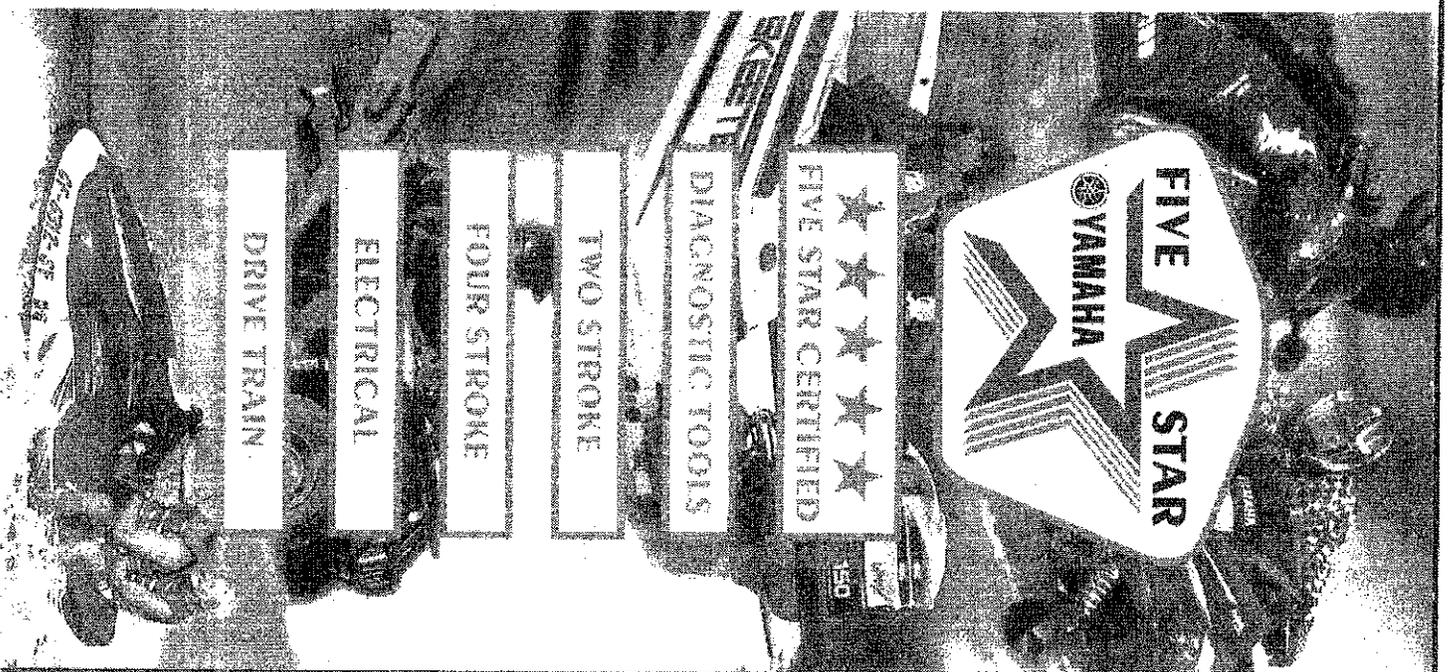
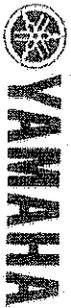
# Frank Romano

has completed the training  
shown herein in gold  
and, where indicated, has achieved  
the status of

## FIVE STAR CERTIFIED TECHNICIAN



Bill Kubes  
National Training Manager





This diploma certifies that

**KRIS ROY**

has satisfactorily completed this

**E-essentials 3: Evinrude E-TEC V Models**

**course, as presented by Bombardier Recreational Products Inc.**

**Technical Service Training**

**Distance Learning Program**

**2006**  
March 21, 2006



## Section D – Staff

Coastline Marine currently employs 4 full-time technicians.

Employees and their specialties are:

Kevin Gigler – Technician; Start date 9/30/2004; Certifications attached - Kevin's specialties are electrical and wiring. Installing electronics and rigging. With 9 years experience he is one of the best electricians in our industry.

Daniel McKenny - Technician; Start date 8/01/2006; Certifications attached – Danny's specialties is diagnosing and fixing all those hard to find issues that other dealerships cannot. His time with us as a Yamaha & Evinrude technician he has hands on experience with rebuilding, and repairing all aspects of a Yamaha. Danny has also installed over 60 Yamaha motors on different boats.

Kris Roy - Technician; Start date 7/13/2004; Kris is a long time Inboard and Inboard/Outboard Mechanic he can tear down and rebuild stern drives.

William Boyce - Technician; Start date 5/02/2012; Bill, the newest addition to our team. He is a master of rigging and simple services. He is schooling for outboards in fall 2013.

Henock Paul - Detailer; Start date 5/14/2004; Paul is our bottom paint and detailing specialist, his ability to make a boat shine has people coming from the keys, and north points of Florida for his work.

Frank Romano - Service Manager; Start date 07/21/2003; Certifications attached – Specialties are motor rebuild and diagnostics. Franks love for making things go fast has enable him to support and build motors for some of the premier race boats in the world. He has many years experience in what it take to fix any motor and has a get it done attitude.

Verna Real - Parts Department; Start date 11/06/2006; Verna is a premier Parts Manager, she has 20 years experience in the marine industry. She has doubled our parts revenue since she started.

Lisa Scalia – Comptroller; Start date 11/03/2006; Lisa has been involved in the accounting, insurance, payroll and all administrative aspects of our company since her hire date. She over sees a lot of the general operations and is our go to person for all our administration needs.



Jessica Warren - Service Coordinator; Start date 5/04/2012; Jessica comes to us with a background in customer service and she is working directly with customers to make sure they have a good experience and all their needs are met.

Jamie Strauss - Owner; Start date 9/01/2002; Coastline Marine is a family owned and operated business, founded in 1990 and acquired by its current owner Jamie Strauss in 2002. Throughout a successful 25 year career in the marine industry, Jamie has worked with such companies as Boat Owner's Warehouse and DS Hull Company. With vast industry knowledge, and as an expert mechanic in his own right, Jamie set out with a vision to build Coastline Marine into a full-service boatyard and marine service center. What started as a small, two-man operation quickly grew as happy customers began to spread the word. By providing excellent work, honest answers, and a "Better Customer Experience", Coastline Marine has quickly become a trusted source for the South Florida boating community.



### Section D1 - Contracts

N/A

### Section E - Qualifications/Experience

In the past 6 years we have been currently servicing all City of Fort Lauderdale vessels. Also, we have done various repairs and repowers for other Government agencies such as, City of North Lauderdale, City of Hillsboro, Navy Vessels and EPA Vessels contracted through Seaward Services. Our experience in billing and working with government agencies makes us a good choice to handle any situation. With the size of our staff we are poised to react to service needs quickly and effectively.

### Section F - Facilities/Equipment

- 1 - E350 Service Van
- 1 - F250 4x4 Pick-up
- 1 - F350 4x4 Pick-up
- 1 - F550 4x4 Pick-up
- 1 - 40' Hydraulic Trailer
- Multiple boat trailers for hauling customers boats
- 1 - Navigation Ambulance for services and salvage work
- 1 - Boston Whaler tow vessel
- 1 - 2200sq ft Service Building w/8000sq ft of storage area for vessel. Property is gated with watchdogs on premise at night.
- 1 - 16000sq ft Storage lot

We are equipt with electronic diagnostics equipment to safely diagnosis and repair all Yamaha's, Johnson/Evinrude's, Suzuki's, Honda's, etc.

### Section G - Service

Proposed Radius = 11 miles to City's location on 15<sup>th</sup> street in Fort Lauderdale.

- G1. We are about 11 miles from city property. Service will be within 48 hours of faxed or emailed notifications by prospective departments. Repair time may take longer due to parts and parts availability.
- G2. Emergency contact: Jamie Strauss - after hours call 954-445-3418
- G3. Special Services - 24 hour Service and Salvage services available to assist city if needed.



**Section H – Technical Approach**

H1. 100 Hour Service: See attachment Letter "A" & "H1"

H2. Bottom Paint Service: See attachment Letter "A"

H3. Boat Detail Service: See attachment Letter "A"

H4. Boat trailer Maintenance and repairs Service: See attachment Letter "A"

# COASTLINE MARINE - USRA

FOR OPTIMAL SERVICE USE COASTLINE MARINE  
820 S.W. 14TH COURT POMPANO FL 33060 (954)-782-7279

## PROGRESS BILL

01/24/2013

27273

09:49:54

2085  
FT LAUD MARINE UNIT  
CITY FINANCE DEPT  
100 N ANDREWS AVE 6TH FLR  
FORT LAUDERDALE, FL 33301-  
954-828-5441 WK#954-661-7054 Ext:QUIT

Letter "A"  
Section H - Technical Approach

1	: 100HR YAMAHA 4-STRK	(T/M)	0% comp
DOWNLOAD COMPUTER & PRINT CLEAR CODES			
COMPRESSION TEST 1 2 3 4 5 6			
CHANGE PLUGS SYSTEM CHECK BOAT PULL PROP PRESSURE TEST			
GEARCASE & GREASE TAKE FUEL SAMPLE CHECK FUEL SYSTEM FOR			
LEAKS REPAIR IF NEEDED CHANGE WATER PUMP CHANGE INTERNAL			
& EXTERNAL FUEL FILTERS CHECK BATTERIES LOAD TEST CHECK			
AND REPLACE EXTERNAL & INTERNAL ANODES CLEAN & INSPECT AIR			
SILENCER INSPECT THERMOSTATS CHANGE ENGINE OIL &			
FILTER GREASE ENGINE CHECK POWER TRIM & TILT ADD FLUID			
IF NEEDED RUN POWER TUNE CHECK BELT TENSION &			
CONDITION			
CHECK MOUNTING HARDWARE RE-TORQUE WHERE NEEDED INSPECT			
ELECTRICAL & IGNITION WIRES & CONNECTIONS RUN MOTOR TEST			
SHIFT AND WATER OUTPUT			
SEA TRIAL BOAT			
2	: 300HR YAMAHA 4-STRK	(T/M)	0% comp
CHANGE GEARLUBE AND SEALS CHECK COMPRESSION CHANGE			
PLUGS			
DOWNLOAD & PRINT COMPUTER CHECK ALL BOAT SYSTEMS PULL			
PROP PRESSURE TEST GEARCASE AND GREASE TAKE FUEL			
SAMPLE CHANGE WATER PUMP & HOUSING CHANGE THERMOSTATS &			
GASKETS CHANGE INTERNAL & EXTERNAL FUEL FILTERS CHECK			
BATTERIES AND LOAD TEST REPLACE INTERNAL & EXTERNAL			
ANODES CHANGE ENGINE OIL & FILTER GREASE ENGINE CHECK			
POWER TRIM & TILT ADD FLUID IF NEEDED RUN POWER			
TUNE CHECK BELT TENSION & CONDITION CHANGE CYLINDER HEAD			
ANODES RUN MOTOR TEST SHIFT & WATER OUTPUT			
3	: BOTTOM JOB	(T/M)	0% comp
PRESSURE CLEAN BOTTOM, SCRUP WATER LINE AS NEEDED, LIGHTLY			
SAND IF NEEDED. TAPE WATER LINE, ROLL BOTTOM PAINT ON			
FIBERGLASS AREAS AS NEEDED.			
4	: COMPLETE BOAT DETAIL	(T/M)	0% comp
COMPLETE WASH, MACHINE BUFF, MACHINE WAX FIBERGLASS AREAS			
5	: TRAILER MAINTENANCE & REPAIRS	(T/M)	0% comp
CHECK WHEEL BEARINGS AND GREASE HUBS, CHECK TIRES, CHECK			
LIGHTS.			

# COASTLINE MARINE - USRA

FOR OPTIMAL SERVICE USE COASTLINE MARINE  
 820 S.W. 14TH COURT    POMPAÑO FL 33060    (954)-782-7279

Work Order 26729  
 06/13/2012

Invoice 22763  
 26729

Reprint

11:39:00

2085  
 FT LAUD MARINE UNIT  
 CITY FINANCE DEPT  
 100 N ANDREWS AVE 6TH FLR  
 FORT LAUDERDALE, FL 33301-

Year/Make: 03 INTREPID #4  
 Model: FL5762MD #4    Loa: 26  
 CG Number: FL5762MD    Hrs:

Serial No: IBW28188A303  
 Vessel: #4

954-828-5441    WK#954-661-7054    Ext:QUIT

Warr: / /

1	PICK UP AND DELIVER	(L/F)	0%	comp
3	295-10221-1-02 100/300HR SERVICE	(L/F)	0%	comp
	2006 YAMAHA    Md# LF250TXR			
		Sn# 6P3X1007993		U# 1

Part Number	Description	List	Qty	Price	Ext Price
6P3-WS24A-01-00	ELEMENT FILTER WI				
6P3-24564-00-00	F/F GASKET				
69J-24501-10-00	FILTER, FUEL				
69J-13440-01-00	ELEMENT OIL				
67F-12411-01-00	THERMOSTAT 60C				
90430-08020-00	GASKET				
6G5-45251-02-00	ANODE BRACKET				
6P2-W0078-00-00	WATER PUMP REPAIR				
61A-45371-00-00	TRIM-TAB YAM NEW				
91490-40030-00	PIN, COTTER				
LUB-20W40-FC-12	20W40 4STRK OIL				
41-LFR6A11	3672 SPARK PLUG 1				
SIE18-7845	SEPARATOR-FUEL/WA				
710-92-858064Q01	GEAR LUBE HP 32OZ				
90101	6OZ CORROSION BLO				

Section H - Technical Approach  
 Attachment "H1"

Date Brought In: 05/11/2012  
 Date Promised : 05/18/2012  
 Date Completed : 06/13/2012  
 Date Invoiced : 06/13/2012

:                    \$0.00



### **Section I – Warranty/Guarantees**

Coastline Marine warrants its labor for the same period as manufacturer warrants parts. If parts warranty is one year our labor warranty will be for one year.

### **Section J – References**

Seaward Services - Mark 954-922-1688

City of North Lauderdale - Mike Shields 954-410-6817

Apex Marine - Issy Perera 954-759-7212 email: [Iperera@apexmarine.com](mailto:Iperera@apexmarine.com)

Roscioli Marine - Bob Roscioli 954-581-9200

Cable Marine - George Cable 954-587-4000

Total Marine - Jim Renfrow email: [jrenfrow@totalmarine.com](mailto:jrenfrow@totalmarine.com)



**Section K -Cost Proposal**

See attached

# ADDENDUM NO. 1

RFP 235-11141  
Boat and Outboard Motor Maintenance and Repair Services

ISSUED 1/16/13

1. This addendum is being issued to make the following change:

Part VIII – Proposal Pages – Cost Proposal page for FIXED RATE JOBS (only) shall be replaced with the attached revised proposal page. Proposers are to use this page for their Fixed Rate Jobs calculations. The pricing page for Time and Material type jobs remains the same.

All other terms, conditions, and specifications remain unchanged.

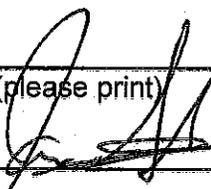
James T. Hemphill  
Sr. Procurement Specialist

Company Name:

Coastline Marine

(please print)

Bidder's Signature:



Date:

1-23-2012

PART VIII - PROPOSAL PAGES - COST PROPOSAL  
ADDENDUM #1 - REVISED PRICE PAGE FOR FIXED RATE JOBS

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL PAGE and provide costs as requested in this RFP, may deem your proposal non-responsive.

**FIXED RATE JOBS**

Furnish all labor and equipment to perform this service. Any replacement parts required for these services shall be agreed upon by the City and billed separately in accordance with the specifications of this contract.

1). 100 HOUR MOTOR SERVICE FOR 2 STROKE ENGINES: Perform service on motors that have reached 100 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service.

It is estimated that there should be approx. 6 requirements for this service throughout the year

Unit price 285.00 x 6 = \$ 1710.00

2). 300 HOUR MOTOR SERVICE FOR 4-STROKE ENGINES: : Perform service on motors that have reached 300 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service. For Yamaha 4 stroke engines.

It is estimated that there should be approx. 20 requirements for this service throughout the year

Unit price 285.00 x 20 = \$ 5700.00

3). BOTTOM PAINT SERVICE: Perform bottom paint service, pressure cleaning, prep and re-paint. To be priced per foot. Estimated 6 jobs/year for average 28' boat = 168 feet (LOA)

Unit price 1250 / Ft. x 168 ft. = \$ 2100.00

4). COMPLETE BOAT 'DETAIL' SERVICES: complete boat detail services including wash, polish and wax (including hull and center console where applicable. To be priced per foot. Estimated 6 jobs/year for average 28' boat = 168 feet (LOA).

Unit price 15.00 /ft. x 168 ft. = \$ 2520.00

5). BOAT TRAILER MAINTENANCE & REPAIR: Perform boat trailer maintenance and repair including wheel bearings and brakes. *This is for 1 wheel & hub change only*

Unit price 115.00 x 6 = \$ 690.00

TOTAL - FIXED RATE JOBS: \$ 12,720.00

**TIME AND MATERIAL TYPE JOBS**

1). HOURLY LABOR RATE (Engine and Drive Work)

The hours charged for engine and drive work shall be the hours as listed in the current engine manufacturer flat rate manual. A copy of the manufacturer flat rate manual shall be provided to each listed department coordinator upon award of bid. The City shall be charged a flat rate based upon multiplying the hourly rate bid by the number of hours and tenths listed for each operation. If the operation requires removing broken or corroded screws, or if the Contractor feels that the particular operation requires work in excess of the hours listed, or if the contractor requires additional time to secure parts or supplies, he may request additional time to complete the operation. However, if the City determines that the Contractor's request is excessive, then the City reserves the right to bid that work to other Contractors and award to the lowest responsive and responsible bidder

Hourly rate \$ 70.00 X 650 hours (estimated) = \$ 45,500.00

2). HOURLY LABOR RATE (Fiberglass Repairs)

The Contractor shall provide an hourly labor rate for structural and cosmetic repairs to fiberglass boats including all necessary equipment. Material necessary for repairs may be separately charged as provided for in the specifications. This does not include Fixed Job Rate items.

Hourly rate \$ 65.00 X 20 hours (estimated) = \$ 1300.00

3). 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 the City's needs for boats in service. The estimated annual spend for parts, material and equipment is \$10,000. Multiply this amount by your percentage for city calculation purposes.

\$10,000 X Percentage 20 % = est.annual percentage markup of \$ 2000. + \$10,000 = \$ 12,000.00

\*(Example: \$10,000 x 2% = \$200.00 + \$10,000 = \$10,200)

TOTAL - TIME AND MATERIAL TYPE JOBS \$ 58,800.00

GRAND TOTAL - FIXED RATE AND TIME AND MATERIAL JOBS \$ 71,500.00

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

N/A

not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. 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.

**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP	1/11/13
Pre-Proposal Meeting	NONE
Deadline for Questions/Request for Clarifications	1/18/13
Proposal Due Date/Time (Deadline)	1/24/13

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(1) Business Name

is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) U.S. Recreational Alliance Business Name

is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name

requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name

requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name

is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

(6) Business Name

PROPOSER'S COMPANY: U.S. Recreational Alliance DBA, Coastal Marine
AUTHORIZED COMPANY PERSON: Jamie Strauss NAME SIGNATURE DATE 1-24-2013

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 24 day of January, 2013 by James Strauss and as owner and respectively, of identification. They are [X] personally known to me or [ ] have produced as

(SEAL)

[Signature]
Notary Public, State of
(Signature of Notary taking Acknowledgment)
LISA M. SCALIA
Name of Notary Typed, Printed or Stamped
My Commission Expires: July 8, 2014
EE 007314
Commission Number



LISA M. SCALIA
MY COMMISSION # EE 007314
EXPIRES: July 8, 2014
Bonded Thru Budget Notary Services