



# MIAMI BEACH

LTC # 277-2014

## LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: August 11, 2014

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CITY CLERK'S OFFICE

**SUBJECT: INVITATION TO NEGOTIATE FOR PUBLIC WATERBORNE TRANSPORTATION SERVICES CONCESSION IN THE CITY OF MIAMI BEACH (WATER TAXI)**

The purpose of this Letter to Commission is to provide a status update regarding the issuance of an Invitation to Negotiate (ITN) for concession agreement for the use of the City's rights-of-way for docking and passenger loading/unloading by public waterborne transportation operators.

As you are aware, at the July 23, 2014 City Commission meeting, the Commission rejected the recommendation of the Neighborhood/Community Affairs Committee (NCAC) directing the Administration to conduct a survey. Instead, the Commission directed the Administration to prepare an ITN and to present it at its meeting on July 30, 2014 prior to issuance.

Due to timing, at the July 30, 2014 City Commission meeting, the Administration presented the minimum qualifications, scope of services and evaluation criteria to be included in ITN No. 2014-326-YR-Public Waterborne Transportation Services Concession in the City of Miami Beach (Water Taxi), recommending that the City Commission approve the mentioned elements of the ITN and committing to provide a final draft of the ITN via LTC to the Commission prior to issuance. Accordingly, the City Commission passed a motion authorizing the referenced elements and directing the Administration to develop the final draft of the ITN.

Attached is the completed draft ITN for your review. The Administration has identified the following target deadlines:

- Issuance August 15, 2014
- Pre-Proposal Meeting August 20, 2014
- Deadline for Receipt of Questions September 03, 2014
- Proposals Due September 11, 2014

The ITN is anticipated to be presented before the City Commission at its October 22, 2014 meeting for award to the successful proposer. I would appreciate any comments or suggestions you may have by August 14, 2014.

Attachment: Final Draft of Invitation to Negotiate No. 2014-326-JR - Public Waterborne Transportation Services Concession in the City of Miami Beach (Water Taxi)

KGB/JRG/JFG

# INVITATION TO NEGOTIATE (ITN)

PUBLIC WATERBORNE TRANSPORTATION SERVICES CONCESSION IN  
THE CITY OF MIAMI BEACH (WATER TAXI)

**2014-326-JR**

**ITN ISSUANCE DATE: AUGUST 15, 2014**

**PROPOSALS DUE: SEPTEMBER 11, 2014 @ 3:00 PM**

**ISSUED BY:**

**MIAMIBEACH**

**JOE V. RODRIGUEZ, CPPB, FCCM, PROCUREMENT COORDINATOR**

PROCUREMENT DEPARTMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x6230 | Fax: 786.373. INSERT | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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## SECTION 0200

## INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS

**1. GENERAL.** This Invitation to Negotiate (ITN) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and Revenue Proposals (the "Proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this ITN results in an award.

The City utilizes **PublicPurchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITN. Any prospective Proposer who has received this ITN by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITN. **Failure to receive an addendum may result in disqualification of Proposal submitted.**

### **2. PURPOSE.**

The City of Miami Beach is seeking competitive proposals for a concession agreement for the operation of waterborne transportation services between Downtown Miami and destinations in the City of Miami Beach. The City will grant the successful proposer, the right, during the Term of the Concession Agreement, to manage and operate a docking facility at locations to be recommended by the successful proposer, to exclusively perform loading and unloading of passengers from the public rights of way. Locations are to be approved at the City's sole discretion.

**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITN Issued	August 15, 2014
Pre-Proposal Meeting	August 20, 2014 @ 10:00 PM
Deadline for Receipt of Questions	September 3, 2014 @ 5:00 PM
Proposals Due	September 11, 2014 @ 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov) ; or facsimile: 786-394-4188. The ITN title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date Proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:  
Joe V. Rodriguez, CPPB, FCCM

Telephone:  
305-673-7000 x6263

Email:  
[Joerodriguez@miamibeachfl.gov](mailto:Joerodriguez@miamibeachfl.gov)

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**5. PRE-PROPOSAL MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-Proposal meeting or site visit(s) may be scheduled. The details of pre-submittal meeting or site visit(s), if necessary, will be noted in Appendix B, Minimum Requirements and Specifications.

**6. PRE-PROPOSAL INTERPRETATIONS.** Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

**7. CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov).

**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
  
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

**9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS.** The City reserves the right to postpone the deadline for submittal of Proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

**10. PROTESTS.** Protests concerning the specifications, requirements, and/or terms; or protests after the Proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

**11. MIAMI BEACH-BASED VENDORS PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3747, a five (5) point preference will be given to a responsive and responsible Miami Beach-based Proposer.

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**12. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

**13. DETERMINATION OF AWARD.** The final ranking results of Step 1 & 2 outlined in Section V, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission that negotiations be approved with one or more Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all Proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will commence.

**14. ACCEPTANCE OR REJECTION OF PROPOSALS.** The City reserves the right to reject any or all Proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all Proposals within one-hundred twenty (120) calendar days after Proposals opening date. A Proposer may not withdraw its Proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of Proposals opening.

**15. PROPOSER'S RESPONSIBILITY.** Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

**16. COSTS INCURRED BY PROPOSERS.** All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

**17. RELATIONSHIP TO THE CITY.** It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

**18. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**19. MISTAKES.** Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this ITN. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

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**20. PAYMENT.** Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be submitted in a format consistent with the Purchase Order.

**21. PATENTS & ROYALTIES.** Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**22. MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

**23. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

**24. ANTI-DISCRIMINATION.** The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**25. DEMONSTRATION OF COMPETENCY.**

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and

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abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

**26. ASSIGNMENT.** The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**27. LAWS, PERMITS AND REGULATIONS.** The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

**28. OPTIONAL CONTRACT USAGE.** When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**29. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**30. DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's Proposal in response to the solicitation.

**31. INDEMNIFICATION.** The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**32. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.



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**33. FLORIDA PUBLIC RECORDS LAW.** Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**34. MODIFICATION/WITHDRAWALS OF PROPOSALS.** A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

**35. EXCEPTIONS TO ITN.** Proposers must clearly indicate any exceptions they wish to take to any of the terms in this ITN, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the ITN to which Proposer took exception to (as said term and/or condition was originally set forth on the ITN).

**36. ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

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## SECTION 0300

## PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

**1. SEALED PROPOSALS.** One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. LATE PROPOSALS.** Proposals are to be received on or before the due date established herein. **Any Proposal received after the deadline established for receipt of Proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

**3. PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of Proposals, it is strongly recommended that Proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

### **TAB 1**

#### **Cover Letter & Minimum Qualifications Requirements**

**1.1 Cover Letter and Table of Contents.** The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

**1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A).** Attach Appendix A fully completed and executed.

**1.3 Minimum Qualifications Requirements.** Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

### **TAB 2**

#### **Experience & Qualifications**

**2.1 Qualifications of Proposing Company.** Submit detailed information regarding the Company's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

**2.2 Qualifications of Proposer Company.** Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

**2.3 Financial Capacity.** Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No Proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

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## **TAB 3**    **Scope of Services Proposed**

Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

## **TAB 4**    **Approach and Methodology**

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.

## **TAB 5**    **Revenue Proposal**

Submit a completed Revenue Proposal Form (Appendix E), Indicating Minimum Guaranteed Annual Revenue to the City.

**Note:** After Proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

FINAL

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## SECTION 0400

## PROPOSAL EVALUATION

**1. Evaluation Committee.** An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

**2. Step 1 Evaluation.** The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all Proposals received, with or without conducting interview sessions; or
- review all Proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	70
Scope of Services Proposed	Maximum Total
Approach and Methodology	for all Factors
<b>TOTAL AVAILABLE STEP 1 POINTS</b>	

### **3. Step 2**

**Evaluation.** Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Revenue Proposal (Guaranteed Minimum Annual Revenue to the City)	30
Miami Beach-Based Vendor Preference	5
Veterans Preference	5
<b>TOTAL AVAILABLE STEP 2 POINTS</b>	

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4. **Revenue Proposal Evaluation.** The revenue Proposal points shall be developed in accordance with the following formula:

5.

Sample Objective Formula for Revenue				
Vendor	Vendor Revenue Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (highest revenue / revenue of Proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$200.00	30	$\$200 / \$200 \times 30 = 30$	30
Vendor B	\$150.00	30	$\$200 / \$150 \times 30 = 22.5$	22.5
Vendor C	\$100.00	30	$\$200 / \$100 \times 30 = 15$	15

**Determination of Final Ranking.** At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
<b>Low Aggregate Score</b>		<b>3</b>	<b>7</b>	<b>8</b>
<b>Final Ranking*</b>		<b>1</b>	<b>2</b>	<b>3</b>

\* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

# APPENDIX A

## MIAMI BEACH

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# Proposal Certification, Questionnaire & Requirements Affidavit

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### **2014-326-JR**

Public Waterborne Transportation  
Services Concession in the city of  
Miami Beach (Water Taxi)

PROCUREMENT DIVISION  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Solicitation No: 2014-326-JR	Solicitation Title: Public Waterborne Transportation Services Concession in the City of Miami Beach (Water Taxi)	
Procurement Contact: Joe V. Rodriguez, CPPB, FCCM	Tel: 305-673-7000 x.6263	Email: joerodriguez@miamibeachfl.gov

### PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		No. of Employees
No of Years in Business:	No of Years in Business Locally:	
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

4. **Litigation History.** Respondent shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

**SUBMITTAL REQUIREMENT:** Prime Respondent shall submit history of litigation or regulatory action filed against respondent, or any respondent team member firm, in the past ten (10) years. If Respondent has no litigation history or regulatory action in the past 10 years, submit a statement accordingly.

5. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

6. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

7. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.



8. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Management Department with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

9. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

10. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
 YES       NO

- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
 YES       NO

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

12. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in Proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's Proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of Proposal submitted; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA                    )  
   )  
           County of \_\_\_\_\_)  
           of \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of  
           the said corporation by authority of its board of directors and acknowledged said  
           instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
 Notary Public for the State of Florida  
 My Commission Expires: \_\_\_\_\_

Miami Beach  
 ITN 2014-326-JR  
 Appendix A – Page 6

# APPENDIX B

## MIAMI BEACH

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### “No Bid” Form

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#### **2014-326-JR**

#### Public Waterborne Transportation Services Concession in the city of Miami Beach (Water Taxi)

PROCUREMENT DIVISION  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

**Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

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We do  do not  want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Legal Company Name:** \_\_\_\_\_

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
DEPT. OF PROCUREMENT MANAGEMENT  
ATTN: **Joe V. Rodriguez, CPPB, FCCM**  
PROPOSAL #2014-326-JR  
1700 Convention Center Drive  
MIAMI BEACH, FL 33139

Miami Beach ITN 2014-326-JR Appendix B - Page 1
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# APPENDIX C

## MIAMI BEACH

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# Minimum Requirements & Specifications

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### **2014-326-JR**

Public Waterborne Transportation  
Services Concession in the city of  
Miami Beach (Water Taxi)

PROCUREMENT DIVISION  
1700 Convention Center Drive  
Miami Beach, Florida 33139

## MINIMUM ELIGIBILITY CRITERIA

- The Proposing Firm must have provided public waterborne transportation/passenger ferry services for a minimum of one (1) year prior to the issuance of the ITN, and its Owner(s) and/or Principal(s), must have a minimum of three (3) years similar experience.
- The individual proposed as the Project Manager/Business Manager must have a minimum of three (3) years' experience in scope.

## SCOPE OF SERVICES / SPECIFICATIONS

The City of Miami Beach is seeking competitive proposals for a concession agreement for the operation of waterborne transportation services between Downtown Miami and destinations in the City of Miami Beach.

The City will grant the successful proposer, the right, during the Term of the Concession Agreement, to manage and operate a docking facility using City owned locations or right-of-ways to be recommended by the successful proposer, to exclusively perform loading and unloading of passengers from the public rights of way. Locations are to be approved at the City's sole discretion.

All necessary infrastructures for the safe operation of the passenger ferry service including, but not limited to, docking facilities and gangways, shall be provided by the successful proposer operating the structure. The successful proposer shall be acquainted with the challenges associated with the construction of facilities on the City's waterways, including the permitting and approval from regulatory agencies required for constructing a docking facility on state sovereign submerged lands. In addition, safety and security elements will have to be provided for any docking facility developed.

Since the purpose of this ITN would be to provide an alternative mode of transportation that complements the existing transit network, the successful proposer must provide a service plan in which connection and transfer to other modes of public transportation is considered.

### Concession Location/Facility

- As part of the Concession Agreement, the successful proposer will be expected to propose/recommend locations where the development and construction of docking facilities by the proposer would be feasible. These locations shall be approved at the City's sole discretion.
- A description of the service and facilities shall include the following, as applicable:
  - a) ADA Requirements
  - b) Waste and Recycling Containers
  - c) Lighting
  - d) Amenities
- The City will grant to the successful proposer, the right, during the Term of the Concession Agreement, to manage and operate the docking facilities.



The successful proposer must agree to manage and operate the docking terminal and will be authorized to conduct the following kinds of business(es) within the same, as provided below, all at its sole cost and expense:

o Permitted Uses:

1. Operate and manage a passenger docking facility.

2. Schedule of Operation:

Daily hours of operation shall be recommended by the successful proposer and approved at the City's sole discretion.

• Vessel Type:

The vessels to be used by the successful proposer for public waterborne transportation service, shall at minimum meet the following criteria:

- a) Provide protection from inclement weather
- b) Provide Air Conditioned in passenger area
- c) Meet all ADA requirements

• Schedule of Pricing

The Proposer must have a set pricing schedule, a copy of which must be on file with the City of Miami Beach.

• Business Plan

The Proposer shall present a transportation service business plan that shall include the following:

- Proposed Route
- Fare Structure and Distribution process
- Frequency of Service
- Type of Vessel
- Docking Facilities
- Marketing Plan

• Capital Improvements and Maintenance

The City shall provide in an "as is" condition, the site(s) to the successful Proposer. The successful Proposer shall be responsible for the design, construction, and permitting (including permit fees), and full maintenance in a satisfactory manner as determined by the City for proposed docking facilities. The successful Proposer shall be required to design, provide and install all furnishings, fixtures, equipment, finishes, and signage necessary to manage and operate the site(s).

• Required Operational Permits

The successful proposer will obtain and provide all required state and local permits applicable to the vessels and operating personnel. The successful proposer must also have all applicable state and local business licenses or procure same prior to the start of service. The City reserves the rights to ask the successful proposer for prove of licenses at any time in order to ascertain compliance.

# APPENDIX D

# MIAMI BEACH

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## Special Conditions

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2014-326-JR

Public Waterborne Transportation  
Services Concession in the city of  
Miami Beach (Water Taxi)

PROCUREMENT DIVISION  
1700 Convention Center Drive  
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The term of the contract shall be for FIVE (5) years
2. **OPTIONS TO RENEW.** Two (2) five (5) year options to renew with sole option and discretion of the City.
3. **PRICES.** All prices shall be negotiated with the selected PROPOSER(s).
- 4 **EXAMINATION OF FACILITIES.** Intentionally omitted.
5. **INDEMNIFICATION.** Intentionally omitted.
6. **PERFORMANCE BOND.** 100 %.
7. **REQUIRED CERTIFICATIONS.** Intentionally omitted.
8. **SHIPPING TERMS.** Intentionally omitted.
9. **DELIVERY REQUIREMENTS.** Intentionally omitted.
10. **WARRANTY REQUIREMENTS.** Intentionally omitted.
11. **BACKGROUND CHECKS.** Intentionally omitted.

EXHIBIT D

Miami Beach  
ITN 2014-326-JR  
Appendix D – Page 1

# APPENDIX E

## MIAMI BEACH

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# Revenue Proposal Form

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2014-326-JR

Public Waterborne Transportation  
Services Concession in the city of  
Miami Beach (Water Taxi)

PROCUREMENT DIVISION  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**APPENDIX E  
PROPOSAL REVENUE FORM**

<b>MINIMUM GUARANTEED ANNUAL REVENUE TO BE PAID TO THE CITY FOR CONCESSION RIGHTS</b>	
<b>Write Annual Revenue Amount</b>	<b>Annual Revenue Amount</b>
_____ dollars.	\$ _____

**During negotiations the City reserves the right to negotiate all elements of the revenue proposal.**

FINAL

Miami Beach  
ITN 2014-326-JR  
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# APPENDIX F

## MIAMI BEACH

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# Insurance Requirements

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2014-326-JR

Public Waterborne Transportation  
Services Concession in the city of  
Miami Beach (Water Taxi)

PROCUREMENT DIVISION  
1700 Convention Center Drive  
Miami Beach, Florida 33139

# MIAMI BEACH

## INSURANCE REQUIREMENTS WATERCRAFT

The vendor shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Commercial General Liability Insurance on a comprehensive basis, including watercraft liability, products and completed operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage. A Waiver of Subrogation must be provided in favor of the City.**
- B. Workers' Compensation and Employers Liability, as required by Florida Statute.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

### **CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

Miami Beach  
ITN 2014-326-JR  
Appendix F -- Page 1