

### **CITY OF DELRAY BEACH**

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

**BID No. 2015-10** 

# BUS RENTAL AND DRIVER SERVICE Parks & Recreation ANNUAL CONTRACT

MAYOR

VICE MAYOR

**DEPUTY VICE MAYOR** 

COMMISSIONER

COMMISSIONER

INTERIM CITY MANAGER

- CARY D. GLICKSTEIN

- SHELLY PETROLIA

- JORDANA JARJURA

- AL JACQUET

- ADAM FRANKEL

- TERRANCE STEWART

Purchasing Division ♦ Finance Department ♦ (561) 243-7161/7163 ♦ Fax (561) 243-7166

# CORPORATECOACHES

Florida's Leading Transportation Provider







### **Proposal for**



Parks and Recreation
Annual Contract
100 NW 1<sup>st</sup> Avenue
Delray Beach FL 33444
November 28, 2014

Corporate Coaches Inc. | 4500 South State Road 7 | Ft. Lauderdale Fl. 33314 Tel. 954.452.7771 | 954.430.7559 | www.CorporateCoachesFla.com

#### **CITY OF DELRAY BEACH**

PURCHASING OFFICE N.W. 1st AVENUE DELRAY BEACH, FL 33444



TEL: (561) 243-7161/7163 FAX: (561) 243-7166 www.mydelraybeach.com

#### REQUEST FOR PROPOSAL BID No. 2015-10

### BUS RENTAL AND DRIVER SERVICE PARKS & RECREATION

November 03, 2014

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

SCOPE OF SERVICES: Bus rental and driver service for the Parks and Recreation Department for summer camp program, football program, holiday camp and daily special events. This will be a two (2) year contract with the option to renew for one (1) additional term of two (2) years.

DUE DATE: <u>TUESDAY</u>, <u>DECEMBER 02</u>, <u>2014 prior to 10:00 A.M.</u> at which time all bids will be publicly opened and read.

**SEALED BIDS:** Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall in the first floor Conference Room. Bidders and the general public are invited and encouraged to attend.

Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE, AND DATE OF BID OPENING. It is the sole responsibility of the bidder to utilize the form provided in the bid package and to ensure that his/her bid reaches the Purchasing Office on/or before the closing date and hour as shown above.

RETURN ONE UNBOUND (1) ORIGINAL AND TWO (2) BOUND COPIES OF ALL BID SHEETS. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444. Bids time-stamped at 10:01 A.M. or later, will not be considered for award and will be returned to the Bidder.

### **CITY OF DELRAY BEACH**

#### **REQUEST FOR PROPOSAL**

# BID No. 2015-10 BUS RENTAL AND DRIVER SERVICE PARKS & RECREATION

#### **Table of Contents**

Invitation to Bid	0-1
Table of Content	2
General Conditions, Instructions and Information	3 – 7
Indemnity/Hold Harmless Agreement	8
Cone Of Silence	9
Drug Free Workplace Certification	10
Insurance Requirements	11
Insurance Form Samples	12 - 14
Standard Form of Agreement	15 – 20
Corporate Acknowledgment	21
Certificate (If Corporation)	22
Specifications	23-26
Schedule of Pricing	27
Vendors Addition Information	28
Professional References	29
Bid Signature Form	30
Statement of No Bid	31
Check List	32
Attachment (A) Live Scan Background Screening Form	33
Attachment (B) Previous Bid Tabulation	34

#### GENERAL CONDITIONS. INSTRUCTIONS AND INFORMATION

#### 1. SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation To Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.
- 2. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

#### 3. PRICES AND PRODUCT CONSIDERATION:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
- F. Economic Price Adjustment: a) there may be a change in the Successful Bidder's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Successful Bidder must provide Purchasing with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City determines if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one (1) escalation request will be considered from the Successful Bidder on an annual basis at the time of renewal.

#### 4. <u>DELIVERY</u>:

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.
- 5. BRAND NAMES: If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.
- 6. QUALITY: All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.
- 7. <u>SAMPLES:</u> Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.
- 8. ACCEPTANCE: The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.
- 9. <u>DEFAULT PROVISION:</u> In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
- 10. COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

#### 11. COMPLIANCE WITH SAFETY STANDARDS:

- A. All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the Florida State Safety Standards.
- B. Whenever a bid is sought and services secured for any type of on-site construction the awarded bidder shall remove from the work site at the end of each working day all rubbish and waste debris resulting from his operations. The awarded bidder shall also secure the work site before leaving at the end of each working day.
- 12. MANUFACTURER'S CERTIFICATION: The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.
- 13. SIGNED BID CONSIDERED AN OFFER: This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.

#### 14. SPECIFICATIONS:

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.

#### 15. LIABILITY, INSURANCE, LICENSES AND PERMITS:

- A. <u>PERMITS</u>: Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.
- B. <u>LICENSES</u>: If you are not licensed to perform work in the City of Delray Beach you <u>MUST</u> obtain a "Business Tax License" before a Notice to Proceed will be issued (Contact Donna Porter @ (561) 243-7209).
- C. <u>LIABILITY INSURANCE</u>: The City prefers the insurance and bonding companies to have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150. See pages 13 15 for Insurance Requirements.
- AWARD OF CONTRACT: The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 17. TAXES: The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified on request. State Sales Tax Exemption Certificate No. 85-8012621559C-4 appears on each purchase order.
- 18. <u>FAILURE TO BID:</u> If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.
- 19. <u>EXCEPTIONS TO CONDITIONS, 1 THRU 19 (Boiler Plate):</u> Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.
- **RENEWAL:** The successful bidder shall be awarded a contract for one (1) year with the option to renew for two (2) additional one (1) year periods, renewable by the City Commission. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the City Commission.
- 21. <u>TERMINATION:</u> 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. In the event of such termination, any completed services performed by the Contractor under this contract 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.

#### 22. ANTI-COLLUSION:

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

#### 23. CONFLICT OF INTEREST:

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.
- 24. CITY POLICIES: Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.
- NON-DISCRIMINATION: The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
- 26. <u>DISCRIMINATION:</u> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 27. <u>BID PROTEST: PROTEST OF AWARD / PROTEST BOND:</u> Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

**Note:** Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to: City of Delray Beach Purchasing Manager 100 NW 1<sup>st</sup> Ave Delray Beach, FL 33444

- 28. PUBLIC RECORDS: Contractor shall comply with all public records laws in accordance with Chapter 119. Fla. Stat. In accordance with state law, Contractor agrees to:
  - Keep and maintain all records that ordinarily and necessarily would be required by the City.
  - b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
  - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment t being made to the Contractor.
  - e) If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

#### INDEMNITY/HOLD HARMLESS AGREEMENT

# BID No. 2015-10 BUS RENTAL AND DRIVER SERVICE PARKS & RECREATION

contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Contractor's Name

Signature

Date

#### COME OF SILENCE

# BID No. 2015-10 BU\$ RENTAL AND DRIVER \$ERVICE PARK\$ & RECREATION

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

#### Sec. 2-355. Cone of Silence.

- (a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Contractor's Name

Contractor's Name

Contractor's Name

Contractor's Name

Signature

nature

Date

#### DRUG FREE WORKPLACE CERTIFICATION

# BID No. 2015-10 BU\$ RENTAL AND DRIVER \$ERVICE PARK\$ & RECREATION

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

<u>IDENTICAL TIE BIDS:</u> Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State of by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug free workplace through implementation of this section.

Conforate COACHES Inc.

Sianature

Date

#### INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- 1. <u>Worker's Compensation</u> Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
- 2. <u>Comprehensive General Liability</u> Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
  - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Premises and/or Operations.
  - c) Independent Contractors.
  - d) Products and/or Completed Operations.
  - e) No exclusion for Underground, Explosion or Collapse hazards.
- 3. <u>Business Auto Policy -</u> Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
  - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Owned Vehicles.
  - c) Hired and Non-Owned Vehicles.
  - d) Employer Non-Ownership.
- 4. <u>Certificate of Insurance</u> Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "Sample of Insurance Certificate".

#### SAMPLE

								MANCT-	<u> </u>	OP ID: NR
41	ORD' CERTI	<b></b> /	·	TE OF LIAB	11 17	ุ่ว เพร	HRΔN	CF	DATE (S	INVOCATATI)
	CERII		×	IE OF LIAD	1 <u>-1</u> 1	1 1110	010011			DEE THE
TH	IS CERTIFICATE IS ISSUED AS A RETIFICATE DOES NOT AFFIRMATE	ATT	ER O	F INFORMATION ONLY	AND C	ONFERS N	RIGHTS U	PON THE CERTIFICA ERAGE AFFORDED	LE HOF	POLICIES
CE	RTIFICATE DOES NOT AFFIRMAT! LOW. THIS CERTIFICATE OF INS	JEAN VELY	ICE I	DOES NOT CONSTITUTE	EAC	ONTRACT E	ETWEEN TH	E ISSUING INSURE	(S), AU	THORIZED
					olicy(i	s) must be	endorsed.	f SUBROGATION IS V = confificate does not	rarreu.	ights to the
the	terms and conditions of the policy,	CEITA	ua pe	olicies may require an en	goraen	MORE A STATE	interes on en	, (2)(2)(2)(2)		
	tificate holder in lies of such endors	Circi	id sh	Phone:	CONTAC NAME:	, John	Doe			
TILL	BOZK :				DUC'NE			FAX (AVC., No		
	ABC Insurance Compan	У			AC No.	S:				
	Address			,		INSL	REKS) AFFORD	ING COVERAGE		NACI
					INSURE	(A:				
WSLI	<b>5</b>				NSURE	R 8 :				<del>  </del>
				}	INSUFE	8 Ç				<del> </del>
	Contractor Name			ļ	INSURE	RD:				<del> </del>
	Address				INSURE					+
					INSUFE	RF;		REVISION NUMBER:		<u></u>
				NUMBER:	Æ PEE	N ISSUED TO	THE INCHES	T NAMED ABOVE FOR	THE PO	LICY PERIOD
Tr	RIS IS TO CERTIFY THAT THE FOLICIES DICATED. NOTWITHSTANDING ANY R	UP I	KSUF KEME	MT, TERM OR DONDITION	OF AN	CONTRACT	OR OTHER	OCUMENT WITH RESP	ECT TO	WHICH THIS
C	DICATED. NOTWITHSTANDING ANY REPRESENTED OF MAY	PERT	AIN.	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBEI PAID CLAIMS	O HEREIN IS SUBJECT	IO ALL	THE TERMS.
⋑	(CLUSIONS AND CONDITIONS OF SUCH	POU	CHES. SULCR WAYD	CHAILS SHOWIN MALL TOWAR	DCEN !		POUCY EXP	<del></del>	ITS	
NSP.	TYPE OF INSURANCE	REM	WVD	POLICY NUMBER		I MAND COTTYTY)	(mmax#1117)	FACH COCCUPRENCE	\$	1,000,000
	GENERAL LIABILITY	١.,	İ					PREMISES (EA OCCUPTORO)	5	500,000
A	X COMMERCIAL GENERAL LIABILITY	X	•			1		MED EXP (Any one person)	s	10,000
	CLAIMS-MADE X OCCUR		1			1		PERSONAL & ADV INJURY	š	1,000,000
		İ		İ			l	GENERAL AGGREGATE	5	2,000,000
		1		İ				PRODUCTS - COMPION AG	G 5	2,000,000
	POUCY . PRO LOC								3	
	AUTOMOBILE LIABRUTY	+	t		,	<u> </u>		COMBINED SINGLE UMT		1,000,000
	X ANY AUTO	\ ·	1	<u> </u>		ļ		900ILY INJURY (Per perso	n)   5	
Α	ALL CHANGED SCHEDULED		1			Ì		BOOLY INJURY (Per socks)		
1	AUTOS AUTOS AUTOS							PROPERTY DAMAGE Per excisent	-   \$	
		ļ	1			<u> </u>	<u> </u>	1	1:	
<del> </del>	INTERCELIA LIAB OCCUR	1				1		EACH OCCURRENCE	-   5	
A	EXCESSUAS CLARES-MAT	€Ì				ĺ		AGGREGATE	- 3	
	DED RETENTIONS	7				<u> </u>		(WC STATIL ) DO	1 S	
	WORKERS COMPENSATION	1				1		- Its Control of the	III 1	000 000
1	ANY PROPRIETOR/PARTNER/EXECUTIVE	זייין ד	J					C.I. D. C.I.		,000,000
	OFFICERABLES EXCLUDED (Mandatory in NH)	٠, ١					İ	EL DISEASE - EA EMPLO		
Ŀ	If yes, describe under DESCRIPTION OF OPERATIONS below		┿-	<del></del>		<del> </del>	+	EL DISEASE - POUCY LI	m     1 - 1	,,,,,,,,,
Α				[			1			
1			}					ŀ		ł
_	SCRIPTION OF DESKATIONS / LOCATIONS / VE		12.0	LACTOR ON Additional Broads		da I mora servici	is reastradi	<del></del>		
D€	SCRUPTION OF DESKATIONS / LOCATIONS / VE	ICLES	(Attac	H ACTURE 101. ADDITIONAL PARTIES	1 October	ur' i turte alaura				
	City of Delray Beach	is :	list	ted as Addition	al I	nsured				
1	Project Name:							•		
1	Project Number:									
١.	30 Days Notice for Car		1101	tion.						
	Jo Days Rottle 101 Ca.			to all 147 24						
			<u> </u>		C 4	NCELLATIC				
Ç	ERTIFICATE HOLDER			ATT 2	-					
1				CITDB-1	5	HOULD ANY C	F THE ABOVE	DESCRIBED POLICIES	BE CAN	SELLED BEFORE
1	. City of Delray Beach			·	1 7	HE EXPIRAT	ION DATE '	THEREOF, NOTICE WILLICY PROVISIONS - 30	LL RE	DELIVERED IN
	A GO ATTY 18t Assessed				^	UFWAN WE	HIST THE PL		nays	> MOCTOR
1	100 NW 1st Avenue				AUT	HORIZED REPR	ESENTATIVE			
	· Delray Beach, FL 3344	4		•	- IÎ		,,			
	<b>v</b>				-					
Ť					<u> </u>	·		OPD CORPORATION	400	alte and anyor

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

#### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section if - Who is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional insured by virtue of the conduct of the Named Insured.
- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies;

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and adverticing injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - The preparing, approving, or falling to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
  - Supervisory, inspection, architectural, or engineering activities.
- Willful misconduct of, or for defects in design furnished by, the additional Insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

includes Copyrighted Material of insurance Services Office, Inc., with its permission.

CG 70 87 01 05

### STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT made this 23 day of February, 2015, by and between the CITY OF DELRAY BEACH (hereinafter called CITY) and Corporate Cockes Inc. (hereinafter called CONTRACTOR).

#### WITNESSETH:

The CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

- The undersigned CONTRACTOR hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.
- 2. The CONTRACTOR, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The CONTRACTOR further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.
- 3. The contract between the CITY and the CONTRACTOR include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS	PAGE NUMBERS
Invitation to Bid Table of Contents General Conditions, Instructions and Information Indemnity/Hold Harmless Agreement Cone of Silence Drug Free Work Place Certification Insurance Requirements Insurance form Samples Standard Form of Agreement Corporate Acknowledgment Certificate (If Corporation) Specifications Schedule of Pricing Vendor Additional Information Professional References Bid Signature Form Statement of No Bid Checklist Attachment (A) Attachment (B)	0 - 1 2 3 - 7 8 9 10 11 12 - 14 15 - 20 21 22 23 - 26 27 28 29 30 31 32 33 34

Addenda numbers \_\_\_\_ to \_\_\_ inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

- 4. The term of this contract shall commence on the date indicated on the Notice to Proceed.
- 5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.
- 6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City:

City of Delray Beach, FL 100 NW 1st Avenue

Delray Beach, FL 33444

As to CONTRACTOR:

4500 S. State Rd 7 FT. LAUDERBALE Fl. 33314

- 7. The CONTRACTOR shall not, without prior written consent of the CITY, assign any portion of its interest under this contract and, specifically, the CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the CITY.
- 8. The CITY and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- 9. In consideration of ten dollars (\$10.00) and other valuable consideration, the CONTRACTOR shall defend, indemnify and save harmless the CITY, its officers, agents and

employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the CITY), recklessness or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by the CONTRACTOR in the performance of this Project. CONTRACTOR agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. CONTRACTOR agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the CONTRACTOR, his subcontractors, agents, servants or employees. CONTRACTOR further agrees to defend, indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the CONTRACTOR to defend at his own expense or to provide for such defense, at the CITY'S option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CITY which may result from the operations and activities under this Contract whether the construction operations be performed by the CONTRACTOR, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The CITY will pay to the CONTRACTOR the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the CONTRACTOR acknowledges that the bid price includes said consideration for the indemnification provision.

- 10. This Agreement shall be considered null and void unless signed by both the CONTRACTOR and the CITY.
- 11. PUBLIC RECORDS LAWS: CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, CONTRACTOR agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the Citv.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the CONTRACTOR at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment t being made to the CONTRACTOR.
- e) If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

- 12. INSPECTOR GENERAL: Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.
- 13. FORCE MAJEURE: No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.
- 14. The contract documents constitute the entire agreement between the CITY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

ATTEST:

CITY OF DELFAY BEACH, FLORIDA

By:

City Clerk

Approved as to form:

City Attorney

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By:

Contractor

By

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the

(SEAL)

#### **CORPORATE ACKNOWLEDGMENT**

STAT	E OF	Florida						
COU	NTY of	BrowARD						
	February t, title of off	egoing instrume , 20 <u>,</u> ficer or agent), on prporation, on be	by An  forporat	d rew e Coache	Barda us Inc. :	r A Floria	(name of	officer or
(or	has	produced	identificat	ion)	and	has	used	his/her
				(ty	pe of ide	ntification	) as identific	ation.
				ature of F		R.B.L. aking		
			Nam	ndrew die of Ackrited or Sta	owledge	-	)	

#### CERTIFICATE

(If Corporation)

STATE OF FLORIDA ) ) SS
COUNTY OF )
I HEREBY CERTIFY that a meeting of the Board of Directors of Corporate, a corporation under the laws of the State of
duly passed and adopted:  held on January 5, 2015, the following resolution was
"RESOLVED", that Mike CASTO, as Vice President, Business Development President of the corporation, he/she is hereby authorized to execute the Agreement dated February 23, 2015, between the City of Delray Beach, Florida and this corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation".
I further certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this 23 day of February, 2015.  (Secretary)  Secretary
(Seal)

#### SPECIFICATIONS

#### BID No. 2015-10

#### **BUS RENTAL AND DRIVER SERVICE**

- A. <u>PURPOSE</u>: The purpose and intent of this "Invitation to Bid" is to establish a firm price for "Bus Rental and Driver Service" for the Parks and Recreation Department for summer camp program, football program, holiday camp, daily special events and sport dance competitions. Service is of primary concern. Bidders with low standards for either service or workmanship will be judged to be non-responsible and their bids non-responsive. No bid will be accepted if it offers lower standards of material and/or workmanship than is described herein.
- B. <u>CONTRACT TERM</u>: Commencing with the date of award on / or about <u>December 05, 2014</u> and expiring two (2) years there-after. The City reserves the right to renew the contract for two (2) consecutive periods of one (1) year.
- C. <u>INFORMATION</u>: Any technical questions in regard to the submission of your bids and/or "Detailed Specifications" should be addressed in writing/email <u>nadal@mydelraybeach.com</u> Purchasing Manager, Purchasing Division, at (561) 243-7161.
- D. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- E. <u>ESCALATION CLAUSE</u>: The City of Delray Beach acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:
  - (a) Price increase(s) and price decrease(s) comparable to documented manufacturer's changes.
  - (b) Receipt of proper notification to Purchasing, in writing, of all items affected by price increases/decreases.
  - (c) Where all prices shall have remained firm for a minimum of 120 days after effective date of contract.
  - (d) All price increase(s) an decrease(s) to be approved by the Finance Director.

The City may, after review, 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 reserves the right to cancel the contract upon giving (60) days' notice to the Contractor.

#### F. PROGRAMS TO BE SERVICED BY BUSES AND DRIVERS:

- 1. YOUTH FOOTBALL PROGRAM: One to two buses with drivers will be needed on Saturdays from approximately 7:00 A.M. to 12:00 A.M.; approximately eight (8) "away" game dates will require up to two buses.
  - Games begin approximately August 25th and travel through-out Palm Beach, Broward, Dade, Orange, Martin, and Indian counties. The buses will be needed through approximately November 30th. Requesting an hourly rate.
- 2. SUMMER CAMP: Up to two (2) buses a week with drivers will be needed for eight (8) nine camp weeks, Monday through Friday from 9:00 A.M. to 4:00 P.M. from mid-June through mid-August at various camp sites. The number of buses will depend on the number of children enrolled in camp. Requesting an hourly rate.
- 3. **HOLIDAY CAMPS**: Up to four (4) buses with drivers will be needed from 9:00 A.M. to 4:00 P.M. Monday through Friday (except actual holidays) from approximately December 26th through January 5th for Christmas/Holiday Camp and the week of Easter break from the public schools (late March or early April), total three (3) weeks. **Requesting an hourly rate.**
- 4. **DAILY SPECIAL EVENTS**: Up to four (4) buses and drivers for one (1) day events throughout the State of Florida. Buses will be reserved no later than 24 hours in advance. **Requesting an hourly rate.**
- 5. SPORT AND DANCE COMPETITIONS: Up to a total of six (6) buses per year for one (1) day (8 hr. day) sports and dance competitions throughout the State of Florida; time used will be dependent on the program or competition. Buses will be reserved no later than (24) twenty-four hours in advance.
- 6. OVER-NIGHT AND WEEKEND TRIPS: Up to a total of three (3) buses for up to three (3) days and two (2) nights for annual trips throughout the State of Florida. Times used will be dependent on events. Requesting a per day rate.
  - a. bus for **out of state** trips up to three (3) days and two (2) nights, requesting a per day rate.

#### G. BUSES AND DRIVERS SHALL MEET THE FOLLOWING CONDITIONS:

- 1. Buses shall be certified by the State meeting requirements to transport school children with a minimum of fifty-seven (57) passengers, <u>air conditioned with restroom</u>, <u>DVD players</u> and radio dispatch.
  - a. Buses shall be certified by the state meeting requirements to transport school children with a minimum of twenty (20) passengers to a maximum of forty-nine (49) passengers, air conditioned with radio dispatch.
- 2. Bus drivers and Company will meet all Federal and State rules, regulations, statutes, and ordinances, including proper driver's license, bus certifications, etc.
- 3. Buses shall have security cameras and drivers shall ensure that the cameras are operating at all time.

- 4. Liability insurance will be supplied by the chosen company. Copies of current insurance forms will be supplied by the vendor for each renewal made by the vendor within limits required by the City. Background checks are required by the City of Delray Beach on ALL assigned drivers.
- 5. Vendor must include a copy of the written procedures for supplying alternate buses for buses which are disabled during transport.
- 6. Buses that are disabled three (3) or more times in a period of six (6) months may be considered none-conforming and maybe cause for termination of contract agreement. Vendor shall list in the bid what types of buses will be used for transportation. The City of Delray Beach reserves the right to reject any bus which does not meet minimum standards specified in this bid.
- 7. Vendor must supply three (3) or more recent references which are to include company name, address, contact person, telephone number or email address.
- 8. Rental fee to include all gasoline charges. All maintenance of all vehicles, including any towing charges incurred by disabled buses, will be the vendor's responsibility.
- 9. Total cost to include travel time from bus compound and back to bus compound.
- 10. The City of Delray Beach reserves the right to cancel this agreement by giving thirty (30) days written notice of the intention to cancel at any time the supplier fails to fulfill or abide by any of the terms and/or conditions specified. If a breach of contract is brought to the vendor's attention more than once, the second breach of contract will be grounds for immediate termination without further notice.
- 11. Any claims of damage must be reported immediately to the Recreation Superintendent, (a) (561) 243-7136. Any necessary repairs for the damage must be submitted in writing with cost estimate and pre-approved by the Recreation Superintendent before repairs are started.
- 12. Number of hours, miles and buses or vans is approximations and specific numbers are dependent on other factors. Vendor will be given as much advance notice as possible, but not less than 24 hours.
- Radio communication between the bus drivers and the bus dispatcher must be in effect 13. and operating at all times.
- The City reserves the right to cancel bus use for individual trips by giving 24 hours notice 14. without penalty to the City. Successful company should specify specific cancellation policy and who should be notified.
- In the event less funds are budgeted for a new fiscal period, the City shall notify the vendor of such occurrence, and may reduce the bus usage following the last day of the current fiscal period without penalty or expense to the City.

- 16. A Recreation Supervisor riding a bus may request changes in the bus schedule or stops due to weather conditions or emergency situations. Driver must recognize staff requests for schedule changes and emergency stops and honor them.
- 17. Vendor should supply a dollar per hour overtime rate. All prices shall include parking/toll charges. Buses must stay with the group for the duration of the individual trip unless otherwise directed by the Center Recreation Supervisor.
- 18. Vendor shall supply to the City quarterly maintenance records of the buses used in various programs.
- 19. All buses must stay with the Parks and Recreation Department Camps and not go on another trip/location and leave our camp children at the program location without a bus. Bus and bus driver must stay with the camp event due to inclement weather or/an emergency situation.

#### H. INSURANCE CONDITIONS:

- 1. The Contractor will indemnify and save harmless the city against any and all claims connected with this contract except to the extent same are caused by the active negligence or misconduct of the City.
- 2. Contractor will provide a bus, properly inspected and as requested by the City, and a State licensed and Contractor qualified driver with Department of Children and Families (DCF) "Live Scan Background Screening". See Exhibit A for sample form.
- 3. Comprehensive general liability insurance with minimum combined single limits of \$1 million per occurrence, including premises and operations, independent contractors, products/completed operations, and contractual liability.
- 4. Automobile liability insurance on "all autos" basis with minimum combined single limits of \$5 million per occurrence.
- 5. Workers' compensation coverage as required by Florida State Statute, and Employer's Liability insurance with limits of at least \$500,000 per accident.
- 6. A Certificate of Insurance must be received by the City prior to any Contractor activity related to the Contract. The Certificate will evidence the above insurance requirements and, in addition, will name the City of Delray Beach as an additional insured under the General and Automobile Liability Insurance policies. The Certificate will state that the City will be notified thirty (30) days prior to cancellation and/or modification to any policy of insurance.

#### SCHEDULE OF PRICING Bid #2015-10

Pricing for Bus Rental and Driver Service: (Bus rental fee shall include driver, oil, gasoline, parking/toll charges, maintenance and towing charges for disabled buses.) **NOTE:** Hours indicated are approximations and actual hours may vary more or less.

Item	Description	Rate	Times (X)	=Total
1	Youth Football Program  8 Away games 2 Buses 12 hours per day	\$ 69.98	192 Hours	\$13,436.16
2	Sport & Dance Competition 2 Buses Per Week 8 weeks 7 hours per day	\$69.98	112 Hours	\$\$
3	Holiday Camp Program 4 Buses 3 weeks 7 hours per day	\$ 69.98	84 Hours	\$5,878.32
4	Special Events 4 Buses 10 hours per day	\$	40 Hours	\$\$
5	Sport & Dance Competition 20-57 Seat bus 6 Buses 8 hours per day	\$ 69.98	48 Hours	\$ 3,359.04
6	Overnight / Weekend Trips 6 Buses Day Rate	\$1,700.00	Per Bus	\$10,200.00
7	Out of State 1 Bus Day Rate *** Driver can only drive 650 mile Per Day or 10 Hours, which ever comes first.	\$1700.00 Per Day	Per Bus	\$ <u>1,700.00</u>

JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price,	terms, a	ind conditions o
this bid to other Palm Beach, Martin and Broward County Governmental agencies?		
X Yes No		

## VENDOR'S ADDITIONAL INFORMATION BIG #2015-10

#### BUSES AND DRIVERS SHALL MEET THE FOLLOWING CONDITIONS:

\*Additional pages may be added if required.

#### 1. Written procedures for alternate buses.

If a breakdown occurs prior to pickup, bus is swapped with nearest bus to camp or pickup. Using GPS we find the nearest motor coach to the affected motor coach, and dispatch that driver to aid in getting the passengers off the bus and into his. Passengers will then be dropped off at their destination, and another bus will be there to pick them up within one hour of occurence.

Corporate Coaches has roadside service trucks that can repair most items on the spot. In the case of a tow-a-away, the Bus will be replaced.

Due to the size of this contract, replacing buses during the summer and holidays will not be an issue. We have buses in Palm Beach County every day, with time off during the day, in between pickups that can be used to rescue other buses.

#### 2. List the types of buses to be used for transportation.

Corporate Coaches fleet of Motor coaches are all similar Van Hool Model t2145 and C2045. Each motor coach is equipped with identical ammenities. These are DVD/PA System. TV's. Reclining Chairs, Individual A/C and Lighting controls, lavatory.

Our Motor coaches have a 57 passenger seating capacity.

All motor coaches used for this contract are owned and operated by Corporate Coaches and subject to our safety and maintenance policies and programs.

Our fleet of 50 motor coaches are cleaned daily and inspected prior/post each trip.;

#### 3. Specific Cancellation Policy.

48 Hours or More - No Cancellation Fees.

Less than 48 Hours- 50% Cancellation Fee

Day of Charter- 100% of charter if Bus has been dispatched or cancelled on site.

However, we will work with the City if trips are RESCHEDULED due to incliment weather.

#### 4. Contact person in the event of a cancellation by the City.

Name	Reservations
Title	Cancellations are made by email to our central reservation: Corporatecoaches@aol.com
Telephone No.	954-452-7771 (You can call to cancel 24/7 HOWEVER you must also send an email backup
Alternate Telephone No.	954-452-7771
Email Address	CorporateCoaches@Aol.com

#### PROFESSIONAL REFERENCES

# BID No. 2015-10 BUS RENTAL AND DRIVER SERVICE

\*Please complete this page or attach your reference page to this sheet.

	See Attached Reference Sheet
Agency/Company	See Attached Reference Sneet
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Contractors Name: _	CORPORATE COACHES INC.	
Bid No 2015-10	Bus Rental and Driver Services	

# CORPORATECOACHES

Florida's Leading Transportation Provider

#### References

#### **SMS International Shore Operations**

Samuel Mifsud | 1007 North America Way, Suite 505, Miami FL33132, USA305 926-3176 | <a href="mailto:sam@sms.com.mt">sam@sms.com.mt</a> Cruise Ship Passenger transportation- shuttle to/from port of Miami-Miami Airport for Norwegian, Oceania, Regent, MSC Cruise Lines.

#### **Norwegian Cruise Lines**

Ann Marie Saunders | Lead Passenger Services/Land Services 305-436-4753 | fax 305-436-4142 | <u>asaunders@ncl.com</u>

#### **Disney Cruise Lines**

Alexander R Zeitz | Outport Operations Guest Services Manager | Disney Cruise Line® 210 Celebration Place | Celebration, FL 34747 | Office: 407.566.7769 | alexander.r.zeitz@email.disney.com

#### Hard Rock Hotel and Casino

1 Seminole Way Suite#1 Fort Lauderdale, FL 33314
Lisa Arredondo | 954-327-7650 | <u>Lisa.Arredondo@seminolehardrock.com</u>
24/7 Transportation for Hotel | Employee and guest shuttle | since 1998

#### City of Boca Raton

Jessica Godoy | 561-393-7888 | <u>JGodoy@ci.boca-raton.fl.us</u>
Summer Camp, GAP program and Adult program transportation | 2012-2016

#### City of Deerfield Beach

Marisa Ostanek, CPRP | parks12@deerfield-beach.com Summer Camp, GAP program and Adult program transportation | 2012-2016

#### City of Coconut Creek

Christina Semeraro | Purchasing Agent | 954-956-1584 (direct) | <a href="mailto:csemeraro@coconutcreek.net">csemeraro@coconutcreek.net</a>
Lenore Thomas | 954.956.1580 | <a href="mailto:LThomas@coconutcreek.net">LThomas@coconutcreek.net</a>
Summer camp, GAP program and Adult program transportation | 2012-2016

# City of Boca Raton

CITY HALL • 201 WEST PALMETTO PARK ROAD • BOCA RATON, FLORIDA 33432-3795 • PHONE: (561) 393-7700 (FOR HEARING IMPAIRED) TDD: (561) 367-7043

INTERNET: www.ci.boca-raton.fl.us



October 2013

To Whom It May Concern,

I would like to give my praise and recommendation to Corporate Coaches! We have been working with Corporate Coaches over the past year for our camp programs. We have camp programs with 60-120 campers during the school year when the kids have days off from school. We also have 6 field trip camp programs during the summer. Some individual camp sites during the summer need three 57 passenger buses a day. This adds up to a large amount of buses needed and we have been so impressed at Corporate Coaches' ability to accommodate all of our needs.

It has been wonderful to work with the staff of Corporate Coaches. They are friendly and helpful. They have provided buses at the last minute for us many times when we had a schedule change or emergency. The staff is quick and efficient when booking the buses. We have been impressed at the quality and cleanliness of the buses. Everything that is supposed to work on the bus does! When it comes to transporting children, a broken DVD player or air conditioning can be a disaster. But, Corporate Coaches has had great quality buses with little to no problems.

Please feel free to contact me with any questions you may have in regards to this company. I would be happy to respond. We have been very pleased with their service and I'm sure you will be too.

Sincerely,

Amanda Liebl City of Boca Raton Youth Programs Director 561-393-7888 aliebl@myboca.us

## CITY OF DELRAY BID SIGNATURE FORM

# BID No. 2015-10 BUS RENTAL AND DRIVER SERVICE

PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

NAME OF BIDDER  ➤ Name as registered with their State of origin	CORPORATE COACHES INC.
BUSINESS STREET ADDRESS  ➤ P.O. Box address not permitted	4500 SOUTH STATE ROAD 7
CITY, STATE, ZIP CODE	FORT LAUDERDALE, FL 33314
MAILING ADDRESS: X Check if same as Busi	ness address above.
BUSINESS MAILING ADDRESS	
CITY, STATE, ZIP CODE	
AUTHORIZED SIGNATURE (Written)	
PRINT NAME	MIKE CASTRO
TITLE (of person signing form)	VICE PRESIDENT, BUSINESS DEVELOPMENT
DATE	11/28/14
TELEPHONE NUMBER	954-452-7771
FAX NUMBER	954-430-7559
EMAIL ADDRESS	MCASTRO@CORPORATECOACHESFLA.COM
VENDOR SERVICE REP FOR ORDER PLACEMENT NAME	MIKE CASTRO
TELEPHONE / CELL NUMBER	954-452-7771 / 561-225-6653
FAX	954-430-7559
EMAIL ADDRESS	MCASTRO@CORPORATECOACHESFLA.COM  CC RESERVATIONS TO: CORPORATECOACHES@AOL.COM

# CITY OF DELRAY STATEMENT OF "NO" BID

# BID No. 2015-10 BU\$ RENTAL AND DRIVER \$ERVICE

PLEASE AFFIX SIGNATURE WHERE INDICATED

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 of email (nadal@mydelraybeach.com		
VENDOR NAME		
BUSINESS ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT NUMBER		

SIGNATURE				
DATE				
Minority Owned Business: Black Hispanic Woman Other				
We, the undersigned have declined to bid on <u>Bid No. 2015-10</u> due to the following reason(s). Please indicate below with an "X":				
Specifications too "tight", i.e., geared toward brand or ma	anufacturer only (explain below)			
Insufficient time to respond to the Invitation to Bid				
We do not offer this product or an equivalent				
Our product schedule would not permit us to perform				
Unable to meet specifications				
Unable to meet bond requirements				
Specifications unclear (explain below)				
Other (specify below)				
REMARKS / OTHER				

#### CITY OF DELRAY CHECK LIST

# BID No. 2015-10 BUS RENTAL AND DRIVER SERVICE

X YES	□ NO	Check List Form
X YES	□ NO	Bid Signature Form
X YES	□ NO	Schedule of Pricing (check for accuracy)
X YES	□ NO	Addenda Acknowledgement (if any)
X YES	□ NO	Indemnity/Hold Harmless Agreement
X YES	□ NO	Cone of Silence
K YES	□ NO	Proof of Insurance (including Worker's Comp & Auto)
KI YES	□ NO	Drug Free Workplace Certification
X YES	□ NO	Professional References
XI YES	□ NO	Business Tax Receipt
<b>∑</b> YES	□ NO	Subcontractor Information (if any)
X YES	□ NO	Live Scan Background Screening Form
□ YES	Ď NO	Statement of No Bid — (if not responding to this request)

<b>Vendor Name:</b>	CORPORATE COACHES INC.
_	(Please print)

Thank you for your interest In the City of Delray Beach

### ATTACHMENT A

Live Scan Background Screening Submission form



### State of Florida Department of Children and Families

Rick Scott Governor

Esther Jacobo Interim Secretary

Live Scan Background Screening Submission Form

#### Employers/Providers:

1. A valid picture ID

Contact your local DCF Background Screening Office for ORI and Live Scan OCA numbers.

The following information <u>must</u> be presented prior to or at the time of screening:

2.	DCF Agency Identifier (ORI)#
	This is a nine digit number beginning with FL92 and ending with the letter "Z
	Example: FL92Z

3.	DCF Live Scan OCA #
	This is a nine digit number beginning with your 2 digit Circuit Number, your
	OCA, and ending with the letter "Z".  Example:Z

#### Live Scan Vendors:

Background Screening for the Department of Children and Families <u>must</u> include the following:

- A valid ORI entered into the Controlling Agency Identifier field (this may also be the Requesting Agency field) on the Transaction Screen, and
- The Provider Live Scan OCA number entered into the Originating Case Agency Field on the Miscellaneous Screen.

#### **Applicants**

Present this form to any Live Scan Vendor approved to submit Level 2 Background Screenings through the Florida Department of Law Enforcement.

Live Scan vendors may be found on the Department of Children and Families website, at <a href="https://www.dcfbackgroundscreening.com">www.dcfbackgroundscreening.com</a>, or the Florida Department of Law Enforcement website, at <a href="https://www.fdle.state.fl.us">www.fdle.state.fl.us</a>.

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

