

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ___ day of _____, 2023, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and FloridaTours.com (hereafter referred to as “Contractor”), a Florida Corporation authorized to do business in Florida whose address is 2705 Burriss Road Suite 7 Davie, FL 33314.

WHEREAS, the City desires to retain the Contractor to provide Charter Bus Services for Parks and Recreation in accordance with the City’s Request for Proposal 2023-003 and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2023-003, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide Charter Bus Services for Parks and Recreation Department pursuant to the specifications accompanying the City’s Request for Proposal, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit “A”, according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager



- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email: GelinL@mydelraybeach.com

- iii. As to the Contractor: FloridaTours.com
2705 Burris Road Suite 7
Davie, FL 33314
Attn: Bret T. Brittenum, Chief Operating Officer
Email: bret@floridatours.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY.

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. CONTRACT TERM

This term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for up to two (2) additional one (1) year periods, unless terminated earlier in accordance with terms of this Agreement.

(Remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

CITY OF DELRAY BEACH

By: _____
Shelly Petrolia, Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

FLORIDATOURS.COM:

By: Bret T. Britterum
Print Name: Bret T. Britterum
Title: C.O.O.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of February, 2023, by Bret Britterum (name of person), as COO (type of authority) for Floridatours.com (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification _____
Type of Identification Produced _____



Taylor Stadler
Notary Public - State of _____

EXHIBIT A PRICING SCHEDULE

7.1 PRICING PROPOSAL

Proposers shall submit the electronic bid form in BidSync to submit its Fee Proposal. The pricing submitted shall be all inclusive to provide Charter Bus Services in accordance with the requirements identified in this Scope of Work, and as set forth in this solicitation document. The Proposer shall submit a breakdown of the fees with its proposal.

Item	Description	Rate	Qty	Total
1	Youth Football Program 8 Away games 4 Buses 12 hours per day	\$ <u>145</u>	384 Hours	\$ <u>55,680</u>
2	Summer Camp 8 Buses Per Week 8 weeks 8 hours per day	\$ <u>145</u>	512 Hours	\$ <u>74,240</u>
3	Holiday Camp Program 4 Buses 3 weeks 8 hours per day	\$ <u>145</u>	96 Hours	\$ <u>13,920</u>
4	Daily Special Events 6 Buses 12 hours per day	\$ <u>145</u>	72 Hours	\$ <u>10,440</u>
5	Sport & Dance Competition 6 Buses 8 hours per day	\$ <u>145</u>	48 Hours	\$ <u>6,960</u>
6	Senior Program Trips 6 Buses 12 months Day Rate	\$ <u>2800</u>	Per Bus	\$ <u>2800</u>
7	Overnight / Weekend Trips 6 Buses Day Rate	\$ <u>2800</u>	Per Bus	\$ <u>2800</u>
8	Out of State			

	6 Buses Day Rate	\$ <u>2800</u>	Per Bus	\$ <u>2800</u>
9	Miscellaneous 8 Bus Day Rate	\$ <u>2800</u>	Per Bus	\$ <u>2800</u>

GRAND TOTAL (LINE ITEMS 1 THRU 9)		\$ <u>172,440</u>	
Overtime Rate charge per hour (if applicable)	Per Hour	\$ <u>145</u>	
Alternate bid price for one or more van(s), depending on need with driver for duration of Summer recreation program (8 weeks).	Per Hour	\$ <u>145</u>	
Alternate bid price for one (1) mini bus, depending on need with driver as needed.	Per Hour	\$ <u>145</u>	

*** The figures listed are for evaluation purposes only and DO NOT guarantee either a minimum of maximum usage by the City.**

****Items will be evaluated both by item (Hourly Rate/Extended Price Annually) and in the aggregate (Grand Total). Items may be awarded to one or multiple vendors, by individual item or in the aggregate, or any combination thereof.**

END OF SECTION 7