

CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

RFP No. 2013-22

TRANSPORTATION SERVICE PROVIDER TROLLEY ROUTES CITY OWNED TROLLEY FLEET

MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
INTERIM CITY MANAGER

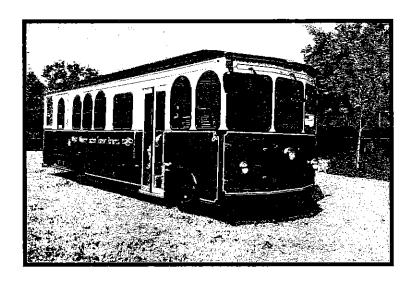
- -THOMAS F. CARNEY, JR.
- ADAM FRANKEL
- ANGELETA GRAY
- AL JACQUET
- -CHRISTINA MORRISON
- -DOUGLAS E. SMITH

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

Unique Transportation & Tours, LLC

A Women Owned Company

respectfully submits this customized proposal for the City of Delray Beach, Florida



RFP No. 2013-22

RFP #2013-22

TRANSPORTATION SERVICE PROVIDER TO OPERATE TROLLEY ROUTES USING CITY OWNED TROLLEY FLEET

TABLE OF CONTENTS

COVE	R PAG	GE	PAGE#
TABLE	E OF (CONTENTS	1 - 2
GENE	RAL I	NFORMATION	
	1-1	Definitions	3
	1-2	Purpose	3
	1-3	Proposal Submission and Withdrawal	3
	1-4	Contract Awards	4
	1-5	Development Costs	5
	1-6	Inquiries	5
	1-7	Timetables	6
	1-8	Delays	6
Γ	1-9	Addenda	6
Γ	1-10	News Releases	6
	1-11	Licenses	6
	1-12	Public Entity Crimes	7
	1-13	Code of Ethics	7
	1-14	Drug Free Workplace	7
	1-15	Financial Solvency	7
Ī	2-1	City Contact	8
	2.2	Cone of Silence	8
	3-1	Rule For Proposals	9
	3-2	Final Selection	9
Ţ	3-3	Right To Reject Proposals	9
	3-4	Proposal Worksheet	9
	3-5	Acknowledgement of Addenda	10.
	STAN	NDARD FORM OF AGREEMENT (Sample)	11-18
	4.0	Scope of Services	18
	4 1	Service Operations	18

18

4.1.1 Training

4.1.2	Non Scheduled Stops	19
4.1.3	Vehicle Breakdown	19
4.1.4	Vehicle Operators	19
4.1.5	Late Trains	20
4.2	Code of Conduct	20
4.3	Employees and Sub-vendors	21
4.4	Operations and Management Supervision	21
4.5	Experience	21
4.6	Rolling Stock	21
4.6.1	ADA Access	22
4.7	Vehicle Maintenance Plan and Practice	22
4.7.1	Daily Inspections	22
4.7.2	Air Conditioner Standards	23
4.7.3	Cleaning	23
4.8	Reporting and Recordkeeping Requirements	23
4.9	Service Modifications	24
4.10	Customer Service	25
4.11	Marketing	25
4.12	Advertising	25
4.13	Damage to Property	25
4.14	Incorrect Procedures, Practices and Repairs	25
4.15	Project Manager	26
4.16	Vehicle Operator Responsibilities	26
4.17	Communication	27
4.18	Insurance	27
4.19	Pricing	27
4.20	Fees	27
4.21	Contract Period	27
4.22	Selection Process	28
EXHI	BIT "A" Routes 1&2	29
EXHI	BIT "B" Indemnification & Insurance Requirements	30
EXHI	BIT "C" Financial Solvency Requirements	35
RFP	Signature Form	36
State	ment of No Bid	37
Refe	rences	38
Quot	ation Page	39

CITY OF DELRAY BEACH

GENERAL INFORMATION RFP #2013-22 TRANSPORTATION SERVICE PROVIDER TO OPERATE TROLLEY ROUTES, USING CITY OWNED TROLLEY FLEET

1-1 DEFINITIONS

For the purposes of this Request for Proposal, "VENDOR" shall mean contractors, consultants, vendors, proposers, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 PURPOSE

This Request for Proposal, RFP #2013-22 – Transportation Service Provider To Operate Trolley Routes Within The City Of Delray Beach City Limits Using City Owned Trolley Fleet provides for the successful VENDOR to operate various trolley routes within the CITY of Delray Beach CITY Limits as shown in attached exhibits.

The initial term shall be for a three (3) year period with the option to renew for two (2) additional one year periods. Estimated costs shall be provided in hourly increments and extended annually for years one (1) through five (5) for a potential total contract period of five (5) years for these services. Please note, failure of the CITY to secure funding may result in cancellation of the agreement, included herein, or as may be amended.

1-3 PROPOSAL SUBMISSION AND WITHDRAWAL

The CITY will receive proposals at the following address:

CITY OF DELRAY BEACH PURCHASING OFFICE CITY HALL 100 N.W. 1st Avenue Delray Beach, Florida 33444

To facilitate processing, please clearly mark the outside of the proposal package as follows: "SEALED PROPOSAL FOR TROLLEY SERVICES FOR THE CITY OF DELRAY BEACH,— RFP #2013-22" and also include the date of the opening. The package must also include the VENDOR'S return address.

VENDORS shall submit one (1) original and six (6) copies of the proposal in a sealed, opaque package marked as noted above. The **VENDOR** will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

THE CITY MUST RECEIVE ALL PROPOSALS BY 3:00 P.M. ON Thursday, February 21, 2013

The CITY cautions VENDORS to assure actual delivery of mailed or hand-delivered proposals directly to the CITY'S Purchasing Office at City Hall, 100 N.W. 1st Avenue, Delray Beach, Florida, 33444 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 243-7163, before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the VENDOR(S).

VENDORS may withdraw their proposals by notifying the **CITY** in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the **CITY** and will not be returned to **VENDORS**.

Upon opening, proposals are subject to public disclosure consistent with Chapter 119, Florida Statutes. **VENDORS** must invoke exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary and the legal basis for such exemption.

1-4 CONTRACT AWARDS

The CITY anticipates entering into an agreement with the VENDOR who submits the proposal judged by the CITY to be most advantageous to the CITY. The CITY anticipates awarding one agreement but reserves the right to award more than one if in the best interest of the CITY.

The **VENDOR** understands that this RFP does not constitute an offer or an agreement with the **VENDOR**. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the **CITY**, and executed by all parties. A sample Agreement is attached to this RFP. The **CITY** anticipates that the final agreement will be in substantial conformance with this Sample Agreement; nevertheless, **VENDORS** are advised that any Agreement that may result from awarding the RFP may deviate from the Sample Agreement.

The CITY reserves the right to reject all proposals, abandon the project and/or solicit and re-advertise for other proposals. The CITY reserves the right to cancel the RFP or portions thereof without penalty. The CITY reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

All terms and conditions of this RFP, any addenda, **VENDOR'S** submissions, and negotiated terms, are incorporated into the contract by reference as set forth herein.

Document files may be examined during normal working hours ten days after proposals have been opened.

The proposal with the highest number of points will be ranked first. The CITY reserves the right to further negotiate any proposal, including price, with the highest rated VENDOR. If an agreement cannot be reached with the highest rated VENDOR, the CITY reserves the right to negotiate and recommend award to the next highest rated VENDOR or subsequent VENDORS until an agreement is reached.

1-5 DEVELOPMENT COSTS

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. **VENDORS** should prepare their proposals simply and economically, providing a straightforward and concise description of the **VENDOR'S** ability to meet the requirements of the RFP.

1-6 INQUIRIES

Interested **VENDORS** may contact the **CITY**'s Purchasing Office regarding questions about the proposal at City Hall located at 100 N.W. 1st Avenue, Delray Beach, Florida 33444 — Telephone (561) 243-7161, by facsimile (561) 243-7166 or e-mail at Nadal@mydelraybeach.com. The Purchasing Manager will receive written requests for clarification concerning the meaning or interpretations of this RFP until 4:00 PM on February 7, 2013 (fourteen (14) calendar days) prior to the submittal date. **CITY** personnel are authorized only to direct the attention of prospective **VENDORS** to various portions of the RFP so that they may read and interpret such for themselves. No employee of the **CITY** is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

The CITY may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to close of business February 13, 2013, (eight (8) calendar days) before the date fixed for receiving the proposals. VENDORS shall contact the CITY to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All **VENDORS** are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the **CITY** Purchasing Manager, through written communication, prior to the opening of the proposals.

1-7 TIMETABLES

The CITY and VENDORS shall adhere to the following schedule in all actions concerning this RFP:

A.	Advertisement	January 23, 2013
B.	Available on Demand Star	January 24, 2013
C.	Mandatory Pre-bid meeting	January 31, 2013
D.	All written questions and inquiries due by 4:00 P.M.	February 07, 2013
E.	Proposals due no later than 3:00 P.M.	February 21, 2013
F.	Review Committee Meeting	February 27, 2013
G.	City Commission Review (Anticipated)	March 12, 2013
Η.	Start Date (Anticipated)	April 01, 2013

The CITY may enter into a contract after obtaining appropriate approvals and conducting negotiations. The CITY will notify all unsuccessful VENDORS upon acceptance of an offer by the selected VENDOR.

1-8. DELAYS

The CITY may delay scheduled due dates if it is advantageous for the CITY to do so. The CITY will notify **VENDORS** of changes in scheduled due dates by written addenda.

1-9 ADDENDA

If revisions become necessary prior to the Pre-bid meeting, the CITY will provide written addenda to all VENDORS who have received the RFP. Revisions made subsequent to January 31, 2013 will be forwarded to only those who have attended the mandatory Pre-bid meeting. All addenda issued by the CITY will include a receipt form, which must be signed and included with any proposals that are submitted to the CITY. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the CITY.

1-10 NEWS RELEASES

The **VENDOR** shall obtain the prior approval of the **CITY** Manager's Office for any and all news releases and/or other publicity pertaining to this RFP or the service, study or project to which it relates.

1.11 LICENSES

VENDORS must furnish satisfactory evidence that they are capable of being licensed, as required to do business in the State of Florida, in Palm Beach County, and in the City of Delray Beach, including but not limited to, licenses required by respective State Boards and other governmental agencies responsible for regulating and licensing the services provided for and performed by the **VENDOR**. A copy of the license(s) held by the **VENDOR** must accompany the proposal. Any **VENDOR** that is not fully licensed and certified shall be rejected.

1-12 PUBLIC ENTITY CRIMES

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 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 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 **VENDOR**, 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 (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted **VENDOR** list.

1-13 CODE OF ETHICS

If any **VENDOR** violates or is a party to a violation of the code of ethics of the **CITY** of Delray Beach or the State of Florida with respect to this proposal, such **VENDOR** may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods or services for the **CITY** of Delray Beach.

1-14 DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the CITY for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process. Please note reporting requirements in section 4.8 Reporting and Recordkeeping Requirements

1-15 FINANCIAL SOLVENCY:

Submit information that permits an understanding of the Proposer's organizational structure, its members, qualifications, and financial strength. The CITY and or CRA reserve the right to research the background of each principal with respect to both credit and police records. The Proposer must submit a signed consent form Exhibit C, attached herein, as part of the proposal. The following information is required in the submission for this paragraph.

- a. Description of the legal organizational structure of the Proposer (and its parent entity, if it is a subsidiary). If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner or stockholder or member should describe their respective legal organizational structure.
- b. Identification of the Proposer's principals, partners, officers, or coventurer(s), including names, addresses, telephone numbers, e-mail addresses, fax numbers and federal business identification numbers.

- c. Information concerning the relevant experience of the Proposer and key project personnel, including a listing and description of past projects.
- d. A minimum of three (3) professional references.
- e. In addition, the proposer must include a current (audited, if available) financial statement of the proposing entity which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the proposer (and its parent entity if it is a subsidiary). If the proposing entity is to be created specifically for the intended project or if the proposing entity is less than three years old, then each partner or stockholder must submit its own financial statement as described above.
- f. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the proposer (or its principals or affiliates) to complete the project must be disclosed. Disclosure of any bankruptcies, foreclosures and or other legal actions past or pending by any of the above or related entities during the past ten years must be made with the RFP.
- g. Provide the potential financial impact of any pending litigation as noted above.
- h. List all available lines of credit, and their current status, held by the **VENDOR** and provide a letter(s) from the financial institution holding the line(s) of credit and indicating the amount.
- i. Provide a letter from a reputable Bonding Agency indicating the maximum bonding capacity available of the proposing entity, or parent company if less than 3 years.

2-1 CITY CONTACT

The CITY contact for this proposal will be Patsy Nadal, Purchasing Manager, 100 N.W. 1st Avenue, Delray Beach, FL 33444 and the telephone number is (561) 243-7161, or her designee. After Notice to Proceed is issued, all communications and correspondence shall be directed to the Purchasing Manager at the address above.

2-2 CONE OF SILENCE

Bidders are advised that a bidder or anyone representing the bidder cannot communicate with any City Commissioner, or any City employee, other than the City employees located in the Purchasing Department, regarding its bid, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time that the bid is placed on "Demandstar" by the City. The "Cone of Silence" will terminate upon the bid opening.

3-1 RULES FOR PROPOSALS

All proposals must be received no later than 3:00 PM, on Thursday, February 21, 2013. Whether a proposal is transmitted by US Mail or any other delivery medium, the **VENDOR(S)** will be responsible for its timely delivery. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3.2 FINAL SELECTION

The CITY of Delray Beach will select the firm that meets the best interests of the CITY. The CITY shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The CITY's decisions will be final.

3-3 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the CITY of Delray Beach and the firm selected. The CITY of Delray Beach reserves the right, in its sole discretion, to reject any or all proposals.

3.4 PROPOSAL WORKSHEET

The undersigned, as **VENDOR**, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The **VENDOR** further declares that he has examined the Contractual Documents, including the Advertisement, Invitation for Proposals, Proposal, Technical Specifications, Draft Contract, and has read all addenda prior to the opening of proposals, and is satisfied fully relative to all matters and conditions with respect to the work to which this Proposal pertains.

The VENDOR proposes and agrees, if this Proposal is accepted, to contract with the CITY of Delray Beach in the form of a contract specified by the CITY, to furnish all necessary materials, all equipment, supplies Licenses, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Specifications and in the manner specified.

The hereby undersigned representative of the VENDOR certifies that they are an authorized representative of the VENDOR who may legally bind the VENDOR :
Name: Darce Perez Title: Managing Partner Dwner
Company: Migue Transportation - Tows, LLC
Address: 5061 NW 13th Avenue Suite J Legally registered name
CITY: Pompino Black State: FL zip: 33064
Telephone No: 9544293100 Fax No: 9544293.307
*Failure to affix signature may result in disqualification of proposal.
Note: If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.
3-5 Acknowledgement of Addendums
Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:
Addendum No. #/ Dated: 1/24/13
Addendum No. #2 Dated: 2/19/13
Addendum No Dated:
Name of Vendor's Service Contact: Dorcy Perez
Address: 5061 NW 13th Avenue Sivite J
Pompano Black, F1 33064

STANDARD FORM OF AGREEMENT BETWEEN CITY AND VENDOR

REQUEST FOR PROPOSALS TRANSPORTATION SERVICES TO OPERATE TROLLEY ROUTES WITHIN THE CITY OF DELRAY BEACH CITY LIMITS

THIS AGREEMENT made this Way of June	, 20 <u>J 3</u> , by and
between the CITY OF DELRAY BEACH (hereinafter called CITY) and	Mique
Jansportation Inc. (hereinafter called VENDOR).	

WITNESSETH:

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

- 1. The undersigned **VENDOR** hereby represents that he has carefully examined all documents attached hereto, and will perform all requirements, pursuant to all covenants and conditions, as provided by this Agreement and any attachments.
- 2. The VENDOR, as evidenced by the execution of this Agreement, acknowledges that it has examined all specifications and requirements of this bid. The VENDOR further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of all requirements provided by this Agreement.
- 3. The Agreement between the CITY and the VENDOR include the following documents which are attached hereto and incorporated herein by reference of the following:

AGREEMENT DOCUMENT (S)	PAGE NUMBERS
Cover Page	
Advertisement for Bids	1
Table of Contents	2
General Information	3
Standard Form of Agreement	11
Scope of Services	.18
Exhibit "A1" & "A2" Route Map	29

Exhibit "B" Indemnification and Insurance	30
Exhibit "C" Financial Disclosure Form	35
RFP Signature Page	36
Statement of No Bid	37
References	38
Price Quote	39

Addenda numbers 2 to 2, inclusive, and any modifications delivered after execution of this Agreement.

- 4. The term of this Agreement shall commence on the date written above.
- 5. This Agreement shall be governed by the laws of the State of Florida as now and thereafter 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 VENDOR:

Unique Transportation. Tours, LLC 5061 NW 13th America Swite J Pompano Beach, Fr 3306#

- 7. The **VENDOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this Agreement and, specifically, the **VENDOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.
- 8. The CITY and the VENDOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, conditions and obligations contained in the Agreement.

9. In consideration of mutual covenants and other valuable consideration, the VENDOR shall defend, indemnify and save harmless the CITY, Palm Beach County Board of County Commissioners, (COUNTY), and Delray Beach Community Redevelopment Agency, (CRA), 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 or CRA), recklessness or intentional wrongful misconduct of the **VENDOR** and any persons employed or utilized by the **VENDOR** in the performance of this Agreement. VENDOR 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. VENDOR 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 VENDOR, its agents, servants or employees. VENDOR further agrees to defend, indemnify and save harmless the CITY, COUNTY and CRA 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 or CRA 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 VENDOR to defend at its own expense or to provide for such defense, at the CITY'S and or CRA's option, for any and all claims or liability and all suits and actions of every name and description that may be brought against the CITY, COUNTY or CRA which may result from the

operations and activities under this Agreement performed by the **VENDOR**, its agents or employees. This indemnification includes all costs and fees including attorneys' fees and costs at trial and appellate levels.

VENDOR agrees to protect, defend, reimburse, save, indemnify and hold the CITY, CRA, or , COUNTY, their successors or assigns, and their respective directors, officers, employees, servants and agents, free and harmless at all times, and against any and all suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of its use, possession, operation and maintenance of the trolley buses or the Project, and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence whether active or passive, of the CITY, CRA, or COUNTY, or anyone acting under the CITY's, CRA's or COUNTY's direction or control. The VENDOR further agrees to indemnify, defend, save and hold harmless the CITY, CRA and COUNTY, their successors or assigns, and their respective directors, officers, agents, servants and employees, from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR not included in the paragraph above and for which the CITY, CRA, or COUNTY, or their respective directors, officers, agents, servants or employees are alleged to be liable. VENDOR's hold harmless and indemnity obligations described herein shall apply to the fullest extent permitted by law. VENDOR's obligations hereunder shall include and encompass any liability which may inure or accrue to the CITY, CRA, or COUNTY. Any compromise or settlement of any claim or satisfaction of judgment by VENDOR for itself, CITY, CRA or COUNTY shall not relieve VENDOR of its 'obligations to any entity not included within or made a party to such settlement or satisfaction.

- 10. This Agreement shall be considered null and void unless signed by both the **VENDOR** and the **CITY**.
- 11. This Agreement and the documents attached hereto and listed above constitute the entire agreement between the CITY and the VENDOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST: D. Nuber

City Clerk

CITY OF BELRAY BEACH, FLORIDA

Mayor

Approved as to form:

City Attorney

WITNESSES:

10/1 L. Kychlock

VENDOR:

Bv: / /

(please type or print name)

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF	<u> </u>	
COUNTY OF	<u> </u>	
The foregoing instrument was a	cknowledged before me this _	day of
, 20, by_		_(name of officer
or agent, title of officer or agent), of		(state or
place of incorporation) corporation, on	behalf of the corporation.	
He/She is (personally known to me) (o	or has produced identification) a	and has used
his/her	(type of id	entification) as
identification.		
• .	Signature of Person Taking Acknowledgment	
	Name of Acknowledger Type Printed or Stamped	-

CERTIFICATE (If Corporation)

STATE OF FLORIDA) SS
COUNTY OF)
I HEREBY CERTIFY that a meeting of the Board of Directors of, a corporation under the laws of the State of
held on, 20, the following resolution was duly passed and adopted:
"RESOLVED", that, as, as
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 thisday of, 20
(Secretary)
, (Seal)

SCOPE OF SERVICES

The CITY of Delray Beach (the "CITY") is seeking a qualified transportation service provider to operate various trolley routes within the Delray Beach CITY Limits as shown in Exhibits "A1 and A2". These services shall commence on or about April 1, 2013.

4.1 Service Operations:

4-0

- Route 1 Monday through Friday from 6:30 AM to 7:00 PM between the Delray Beach Tri-Rail Station and East Atlantic Avenue at Ocean Boulevard, (SR A1A) (the Marriott Hotel) will run at 30 minute headways starting from the Tri Rail Station..
- Route 2 Monday through Friday between the Delray Beach Tri Rail Station and the Marriott Hotel between 7:00 AM 9:00 PM starting at the Tri Rail Station.
- Weekend Service –Saturday and Sunday 12 Noon 8:00 PM between the Delray Beach Tri Rail Satiton and East Atlantic Avenue at Ocean Boulevard, (SR A1A) (the Marriott Hotel) will run at 30 minute headways.

Please note, routes and schedules are subject to change to accommodate road closures, special events, route expansions through additional funding opportunities, and/or other circumstances impacting routes of travel or hours of service.

The **VENDOR** shall be responsible for the operations of transportation services in accordance with:

- Applicable federal, state, and local laws and regulations.
- Necessary driver qualifications.
- Equipment operating instructions issued by the OEM (original equipment manufacturer).
- Compliance with FTA and Delray Beach Drug and Alcohol testing requirements.
- The CITY'S passenger service policies included herein, or as may be amended from time to time.

VENDOR, at **VENDOR**'s sole expense, may employ persons other than **VENDOR**'s employees to perform supplemental passenger assistance, marketing, information functions, passenger counts, or other similar duties. **VENDOR**'S employment of other persons for these duties does not relieve the **VENDOR** from any liability which may arise from these duties not being satisfactorily performed.

VENDOR shall set uniform dress standards for all service employees. Uniform standards shall be subject to the **CITY'S** approval. Photo ID badges are required to be worn at all times and must include Company, employee name and driver photograph.

4.1.1 Training:

VENDOR will establish and provide continuing training programs for all service employees who are working on the **CITY** of Delray Beach Trolley system.

At a minimum, training shall include proper use of ADA lift and securing of wheelchairs, sensitivity, and defensive driver training, statutory requirements at railroad crossings,

Drivers shall familiarize themselves with Delray Beach main attractions/points of interest, including but not limited to the Delray Beach Police Station, County Courthouse, Tennis Center, City Hall, etc.

4.1.2 Non Scheduled Stops:

Trolley service vehicles shall not be used to pick-up or drop-off passengers or **VENDOR** employees at unscheduled locations without prior written authorization by the **CITY'S** Project Manager, except in case of emergency, equipment failure, or at the direction of civil authorities. However, Flag Down service shall be provided along established routes if safe to do so contingent on traffic weather or other condition as may occur from time to time.

4.1.3 Vehicle Breakdown:

VENDOR in the event of a vehicle breakdown shall immediately notify the Project Manager or his/her designee and the City of Delray Beach Fleet Services Division at 561-243-7322 to arrange for retrieval of the broken down trolley and arrange for the replacement trolley to continue providing service.

In the event the spare trolley is out of service the City will arrange for the use of the Delray Beach Parks and Recreation shuttle bus.

If, for whatever reason the City's shuttle bus is not available, the Vendor must supply a vehicle capable to continue service until such time one CITY owned vehicle is available for service. The maximum response time from the time the **VENDOR** is notified of the need to provide a substitute vehicle until the arrival of a replacement vehicle shall be twenty (20) minutes plus two (2) minutes per mile from the **VENDOR's** garage to the location of the breakdown.

VENDOR, in the applicable area of the pricing sheet, shall provide hourly pricing for the use of **VENDOR'S** vehicle for the provision of the service. This fee shall be calculated for the service hours provided only, excluding any minimum number of service hours, travel time, additional staffing or fuel costs.

4.1.4 Vehicle Operators:

VENDOR shall supply properly licensed and qualified personnel to operate vehicles meeting the following minimum requirements:

- Fluent in speaking, writing and understanding English
- Have a minimum of three (3) years providing transit services or other hospitality industry, where pleasant and cordial interaction with customers is required (hotel, retail sales, hospital/hospice, etc.).

Shall not have, within the last three (3) years:

- Any Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) convictions.
- Any conviction or plea of nolo contendere in a competent court of jurisdiction recognized by the State of Florida for leaving the scene of an accident.
- Two (2) or more chargeable accidents.
- Two (2) or more moving violations.

VENDOR shall actively monitor and forward to the **CITY** vehicle operator records upon commencing work for this account, new hires, and on each anniversary of this agreement.

4.1.5 Late Trains:

VENDOR shall, at VENDOR's sole expense, maintain equipment to receive late train information through SFRTA/TRI-RAIL's paging system. VENDOR shall, at VENDOR's sole expense, monitor the status of trains served by trolley routes operated by VENDOR. VENDOR shall, at VENDOR's sole expense, extend trolley service by up to fifteen (15) minutes to ensure scheduled trains are served by trolley routes operated by the VENDOR.

At the direction of the CITY'S Project Manager or his/her designee, VENDOR shall extend the hours of any trolley service route(s) to accommodate passengers on late trains beyond this fifteen (15) minute requirement. VENDOR shall be compensated for such extensions based on the hourly trolley service rate in fifteen (15) minute increments.

4.2 Code of Conduct:

All employees shall avoid conduct unbecoming an employee. **VENDOR** shall set personnel policies prohibiting such actions. Examples of conduct unbecoming of an employee include, but are not limited to, the following:

- Any instance of use of language that is obscene, risqué or religiously, ethnically
 or sexually demeaning, or making light of physical or mental disability, regardless
 of whether it is directed at a customer or another employee.
- Any instance of belligerent or malicious behavior toward a customer or another employee.
- Littering on rolling stock, station areas or any other CITY property.
- Eating in the presence of passengers or on trolleys whether in or out of service.
- Smoking in the presence of passengers, on vehicles or within 25 feet of vehicle...
- Willful failure to assist customers.
- Willful destruction or damage to any CITY property.
- Violation of uniform dress standards.
- Reckless or unsafe driving including failure to stop at Train Crossings.

4.3 Employees and Sub-Vendors:

All personnel provided by VENDOR and VENDOR'S subcontractors involved in any aspect of the Operator Services shall be employees or VENDORs of VENDOR or its subcontractors and not of the CITY. All such employees and subcontractors shall be subject to the direction, supervision and control of the VENDOR and not the CITY except in the event of emergency or at the direction of Law Enforcement or other emergency personnel.

4.4 Operations and Management Supervision:

In addition to the rights and obligations stated elsewhere in this RFP, the CITY shall have oversight of VENDOR'S performance including:

- Monitoring: Monitoring the records, facilities, personnel, timetable adherence and/or care for CITY'S vehicles used by VENDOR in the performance of its obligations under this Agreement.
- Temporary Service Adjustment: At the CITY'S sole discretion, the CITY may direct VENDOR to cease operation, alter destination and/or alter the route of any vehicle(s) operated under this Agreement. VENDOR shall resume normal operation of any vehicle(s) upon conclusion of the cause for alteration, or upon receipt of approval from the CITY
- <u>Employee Removal:</u> At the CITY'S sole discretion, the CITY may direct VENDOR to remove any service employee for conduct unbecoming an employee as stated herein.

4.5 Experience:

VENDOR shall have, at a minimum, five (5) years' experience providing transportation service and at least two (2) years of public transportation service experience under contract with a government agency.

4.6 Rolling Stock:

Three CITY owned Trolleys will be provided to VENDOR for the exclusive use in providing the required services outlined herein. Vehicles must be maintained in an acceptable condition including but not limited to unworn hand grips, upholstery free of tears, holes, stains, etc. The Project Manager or Fleet Management Division shall be notified upon the discovery of, or as soon as practical advising of any tears, stains, damages, etc. CITY's Vehicles are subject to inspection by Delray Beach Fleet Maintenance Division, Project Manager or his/her designee at the discretion of CITY Staff.

4.6.1 ADA Access:

All **CITY** owned vehicles proposed for trolley service meet ADA requirements for public transit service. All vehicles are equipped with ADA compliant lifts and are configured to transport at least two (2) wheelchair passengers at any one time without requiring wheelchair passengers to transfer.

4.7 Vehicle Maintenance Plan and Practice:

The CITY will perform general maintenance and coordinate major repairs of Trolleys with CITY approved service providers. Every effort will be made to schedule these maintenance duties with minimal interruption to service. However, drivers may be requested to exchange vehicles at the CITY Fleet Services Division, (FSD), 434 S. Swinton Avenue.

4.7.1 Daily Inspections:

The passenger amenities and safety appliances listed below shall be functionally inspected by driver each calendar day on all vehicles which are dispatched for trolley service and/or extra service. Defects shall be remedied as an integral part of the inspection process and be reported to the FSD prior to dispatch or upon noting said deficiency.

General illumination lights
Headlights
Indicator lamps
Warning lamps
HVAC – Air Conditioning
Upholstery condition
Seat frames
Windshield wipers
Emergency lights
Signage
Wheelchair lift/ramp function
Wheelchair securing devices

Under no circumstance shall a vehicle be used for trolley service and/or extra service with any malfunctioning amenity or safety defect without the consent of the FSD. Malfunctioning amenities or safety defects must be immediately reported to the FSD which will determine the road worthiness of vehicles based on the reported issue directing the vehicle to continue providing service or be removed from service. In the event FSD is unavailable, the Project Manager shall be contacted.

A record of all daily inspections shall be maintained by the **VENDOR.** A copy of daily inspection reports shall be submitted with invoices for the applicable period invoiced.

4.7.2 Air Conditioner Standards:

All buses shall have working cooling systems which shall be operating during all times the bus is in service. Cooling systems are capable of maintaining the interior temperature of the bus at 77 degrees Fahrenheit and shall be set accordingly at all times.

4.7.3 Cleaning:

All buses shall have had a minimum of a daily cleaning when dispatched for service. Refuse, newspapers and other recyclable material remaining on board shall be removed by the **driver** at the end of each trip, (Tri Rail Station and Beach). Items become the property of the **VENDOR** if not claimed within 30 days. However, items of specific interest to the **CITY** and other authorities shall be retained as these entities request. The **VENDOR** shall make best efforts to conform to the **CITY'S** Lost and Found Policy. All personal property found by drivers shall be reported to the project manager.

At least once weekly, primary vehicles used to provide trolley service under this Agreement must receive a detailed cleaning. Weekly cleaning is to be provided by **VENDOR**, and at a minimum, must include the following:

Interior windows cleaned

Mopping of non-carpeted floors with clean water and appropriate cleaning solution

Vacuuming or sweeping of carpeted floors

Wiping down of non-upholstered seats with clean water and appropriate cleaning solution

Vacuuming of upholstered seats

Wiping down of all hand rails with clean water and appropriate cleaning solution

4.8 Reporting and Recordkeeping Requirements:

The **VENDOR** shall maintain complete and accurate records of all operator services and other Agreement activities carried out during the Agreement period. **VENDOR** shall maintain records of all applicable maintenance of primary vehicles.

The **VENDOR** must supply the following reports to the **CITY**. The format of these reports shall be developed by the **VENDOR** and subject to the review and written approval of the **CITY**.

Immediately:

- Loss of life, injuries, stoppage or major disruption of service.
- Any accident whether with another vehicle or stationary object
- Any damage to any trolley either by accident as noted above or vandalism noted during service hours or upon receiving vehicle at start of route.
- Any order imposed by a competent regulatory authority which prevents the continuation of service.

Daily:

• **VENDOR** must record the bus number and number of passengers transported on each trip.

Monthly: (by the seventh (7th) day of each month)

- VENDOR shall provide all daily trip reports for each trolley service route for the previous month.
- **VENDOR** shall provide a service summary for each trolley service route. This summary report will include:
 - Total passengers transported by trip each day
 - Total monthly passengers
 - o Total revenue miles by each day
 - o Total monthly revenue miles, by route
 - o Total deadhead miles by each day
 - o Total monthly deadhead miles.
 - o Total monthly fuel consumption, by route

Yearly:

- Copies of paid invoices from a reputable drug testing facility verifying compliance with Drug Free Workplace policies as required in section 1-14.
- Updated insurance certificates

4.9 Service Modifications:

The CITY may change the scheduled service at its discretion. When making such changes the CITY will, at a minimum, provide thirty (30) days written notice for permanent schedule changes and five (5) days written notice for temporary changes.

VENDOR shall accept one time changes upon verbal notice by the **CITY'S** Project Manager.

4.10 Customer Service:

Vehicle operators shall be familiar with their route and shall answer passenger questions in a courteous and informative manner.

Vehicles providing trolley service stated herein shall maintain a supply of literature provided by the CITY including but not limited to bus and train schedules. Said literature shall be displayed in appropriate receptacles approved by the CITY and be available to passengers upon request. Operator is responsible for coordinating with the Chamber of Commerce, Downtown Development Authority and Project Manager to assure significant supply of materials for display on vehicles.

4.11 Marketing:

The CITY will assume all responsibility for marketing the public use of the Delray Beach Trolley Service operations through advertisements or other promotions. **VENDOR** will place CITY approved promotional materials, public information notices and advertising materials in interior areas of the primary vehicles pursuant to procedures established by the CITY.

4.12 Advertising:

VENDOR shall not utilize the interior or exterior of primary vehicles operated in trolley services for the display of any written or printed advertising, promotional material, or public information notices unless authorized by the **CITY**.

4.13 Damage to Property:

VENDOR shall take care to not damage the **CITY** of Delray Beach Trolley customer's property (e.g. vehicles, bicycles) while performing transportation services. **VENDOR** shall be responsible for all damage to the **CITY** of Delray Beach Trolley customer's property caused by actions or inactions of the **VENDOR**.

VENDOR shall take care to not damage the **CITY** of Delray Beach property (e.g. station signage, bus shelters, or Trolleys, etc.), while performing transportation services. **VENDOR** shall be responsible for all damage to the **CITY** of Delray Beach property caused by actions of the **VENDOR**.

4.14 Incorrect Procedures, Practices, and Repairs:

In the event that the **VENDOR** is found to be in violation with the procedures and practices as defined in the Scope of Services, the **VENDOR** will be required to redo the incorrect work and consequential work at no additional charge to the **CITY**.

4.15 Project Manager:

VENDOR shall designate a Project Manager who will oversee the complete operation of services detailed herein. Said Project Manager shall have at least five (5) years experience in transportation service operations. The **VENDOR** shall provide in resume format, background information on this individual to include his or her direct experience with similar projects.

VENDOR must notify the **CITY** within one (1) business day if said Project Manager is removed from his/her duties under this Agreement. **VENDOR** must replace Project Manager with an interim Project Manager within one (1) business day if said Project Manager is removed from his/her duties under this Agreement.

VENDOR shall make every effort to permanently fill vacant Project Manager position within thirty (30) days. Replacement Project Manager must be approved by the **CITY**.

4.16 Vehicle Operator Responsibilities:

Responsibilities and Duties of Vehicle Operators include but are not limited to:

- Operate the vehicles in a safe and timely manner;
- Be courteous to all passengers and the general public;
- Cooperate with the CITY project manager and CITY agents;
- Distribute or collect handouts, surveys, etc. as may be required:
- Be neat and clean and in proper uniform;
- No acceptance of gratuities;
- Have a thorough knowledge of route schedule and SFRTA/TRI-RAIL schedule;
- Make service announcements as requested by the CITY;
- No smoking on vehicles allowed anytime, including passengers, drivers, or mechanics, agents or subcontractors
- Do not permit loud or raucous behavior on the vehicles;
- Count and record passengers boarding for each trip;
- Announce route and destination before each departure from a train station and all stops where passengers board vehicle;
- Provide service to all passengers;
- Maintain route and timetable without deviation;
- Inspect his/her vehicle for functionality prior to each departure from the garage or vehicle storage area;
- Assist passengers boarding and alighting vehicle as needed;
- Operate the wheelchair lift for passengers requiring or requesting such service (whether they are in a wheelchair or not); and
- Secure wheelchair passengers using vehicle securing devices.

4.17 Communication:

VENDOR shall provide a communications system that will allow for the timely and efficient dispatching, coordination and response necessary to operate the services stated herein. At a minimum, the communications system must allow immediate communication between the dispatcher and vehicle operator at all times.

Vehicles will be equipped with a GPS (Global Positioning System) tracking system capable of providing real time tracking via the internet in addition to generating historic data reports.

4.18 Insurance:

During the term of this contract with the CITY, except as otherwise stated in this contract, the VENDOR shall procure and maintain insurance and bonds, if required, of the types and to the limits and conforming to requirements as specified in "EXHIBIT B" attached hereto. No work under this contract shall begin until evidence of these insurances or financial guarantees is delivered as is directed under this contract.

4.19 Pricing:

Quotations shall be for regular scheduled hours only. Non-service hours (travel time) shall not be an expense of the CITY. Proposed costs to the CITY shall be provided in hourly increments provided for years one (1) through five (5) separately.

Hourly rates for additional, extra and emergency services shall be provided as a separate item and estimated for years one (1) through five (5).

4.20 Fees:

VENDOR may be required to collect fees from passengers. If required, collections shall be facilitated utilizing equipment capable of generating revenue reports and passenger utilization. Monies collected must be secured in a fashion so revenue is unavailable to drivers as well as the general public. Reconciliation of fees shall be made by **VENDOR'S** supervisory staff. Revenue shall be posted against any fees due to **VENDOR** by **CITY** in the month collected. Please provide estimated costs for additional administrative costs for reconciliation of revenue if required.

4.21 Contract Period:

The terms of the agreement shall be for a three (3) year period with two one (1) year renewal options at the mutual agreement between the **VENDOR** and the **CITY**.

4.22 Selection Process:

The purpose of the rating procedures is to equitably judge the responses to the Request for Proposals. Each response will be scored and evaluated by the Selection Committee using the following scoring criteria:

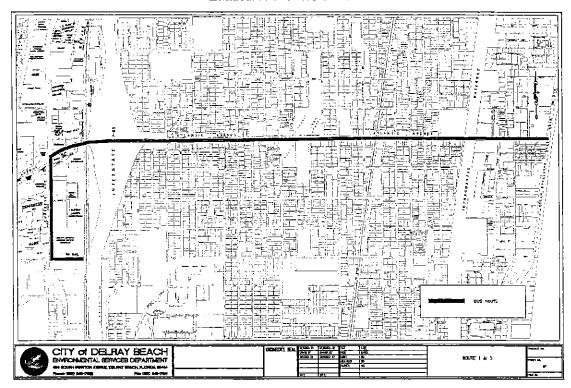
Evaluation Category	Maximum Points
Hourly cost	35
Experience, qualifications and past performance with similar municipal contracts	30
Financial solvency	20
Location of offices / storage / maintenance facilities	15

The selection committee will consist of two (2) representatives from the Community Redevelopment Agency, the Parking Facilities Manager, City Engineer and one (1) representative from the Finance Department.

A numerical value will be determined for each category derived by dividing the maximum number of points in a category by the number of respondents received. The resulting point value will be deducted from the preceding respondents score in descending order with the best in each category receiving the maximum number of points allowed. (Ex. Five responses are received; each point category will be divided by five; using cost for this example, the respondent with the best cost estimate will receive 35 points; second best will receive 28 points; third best 21 points, etc). The system is designed to remove subjectivity as a factor for scoring points.

"The CITY may require additional information and proposers agree to furnish such information. The CITY reserves the right, at its sole discretion, to award the contract to that proposer who will best serve the interests of the CITY. The CITY reserves the right, based upon its deliberations and its sole opinion, to accept or reject any proposal. The CITY reserves the right to waive minor irregularities or variations to the specifications and in the bidding process."

Exhibit A Routes 1& 2



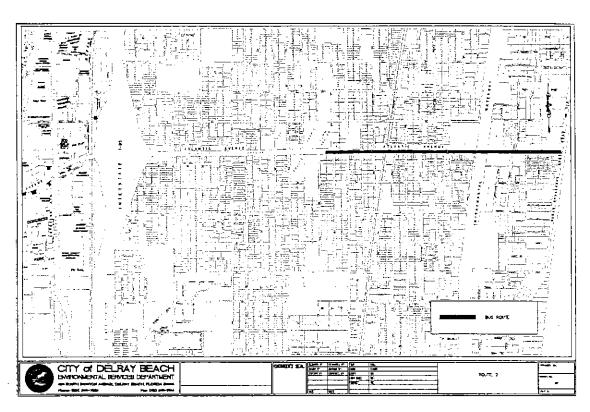


Exhibit "B"

Indemnification:

VENDOR shall defend, indemnify, save harmless, and exempt the CITY, COUNTY and CRA, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to or death of persons or damage to property arising out of or resulting from the Contract or from work done by the VENDOR or subcontractors in the performance of the Contract except to the extent caused by the sole negligence of or breach of contract by the CITY or CRA. In connection with any legal proceedings arising hereunder, the CITY or CRA reserves the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the VENDOR. Nothing in this contract shall be deemed to adversely affect the rights, privileges and immunities of the CITY, COUNTY or CRA, as set forth in Florida Statute 768.28.

VENDOR agrees to protect, defend, reimburse, save, indemnify and hold the CITY, COUNTY and CRA, their successors or assigns, and their respective directors, officers, employees, servants and agents, free and harmless at all times, and against any and all suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of its use, possession, operation and maintenance of the trolley buses or the Project, and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence whether active or passive, of the CITY, COUNTY and CRA, or County, or anyone acting under the CITY's, CRA's, or COUNTY'S direction or control. The VENDOR further agrees to indemnify, defend, save and hold harmless the CITY, COUNTY and CRA, their successors or assigns, and their respective directors, officers, agents, servants and employees, from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of any conduct or misconduct of the **VENDOR** not included in the paragraph above and for which the CITY, CRA, COUNTY, or their respective directors, officers, agents, servants or employees are alleged to be liable. VENDOR'S hold harmless and indemnity obligations described herein shall apply to the fullest extent permitted by law. VENDOR'S obligations hereunder shall include and encompass any liability which may inure or accrue to the CITY, CRA, or COUNTY. Any compromise or settlement of any claim or satisfaction of judgment by VENDOR for itself, CITY, CRA, or COUNTY shall not relieve VENDOR of its 'obligations to any entity not included within or made a party to such settlement or satisfaction.

Insurance Requirements

Commercial General Liability Insurance: Shall be written on the most current ISO Occurrence Form, or equivalent, to cover legal liabilities arising from premises and operations, independent VENDOR'S, contractual (indemnification) agreement, products and completed operations, personal injury and XCU exposures as required by the work to be performed under this Contract, unless waived by the CITY. The combined bodily injury and property damage limit shall not be less than \$1,000,000 per occurrence with an annual aggregate of \$2,000,000.

<u>Automobile Liability Insurance</u>: Shall be maintained in accordance with the laws of the State of Florida to cover the ownership, maintenance and/or use of all owned, non-owned, or hired vehicles as required by the work to be performed under this Contract. The combined bodily injury and property damage limit shall not be less than \$5,000,000 per occurrence.

Workers' Compensation Insurance: Shall be provided and maintained in accordance with Statutory Requirements of the State of Florida. Included shall be Employee's Liability Insurance to protect against on-the-job injury or illness which may not fall within the provisions of the Florida State's Workers' Compensation Law. The limits shall be no less than \$500,000 each accident and an occupational disease limit of \$500,000 per employee/\$500,000 aggregate.

<u>Additional Insured</u>: The CITY of Delray Beach, CRA and County shall be included as an additional insured by way of the most current ISO endorsement, or its equivalent, on the vendor's liability insurance policies required under this contract.

<u>Evidence of Insurance</u>: Prior to the commencement of any work by the **VENDOR** under this Contract the **CITY** must receive and approve Certificates of Insurance evidencing provision of the insurance coverage and requirements as required by this Contract. Certified copies of the policies will be provided if requested by the **CITY**. Renewal Certificates shall be provided to the **CITY** at least ten (10) days prior to the expiration of any policy.

If at any time the **VENDOR** fails to maintain, or provide evidence of insurance coverage required by this Contract, all work may be halted by the **CITY**.

<u>Cancellation/Changes/Renewal</u>: At least thirty (30) days written notice must be given to the CITY of any cancellation, intent to non-renew, or material reduction or change in insurance coverage.

Named insured / Certificate Holders: The City, County and CRA shall be named as additionally insured and certificate holders on all insurance policies required for the performance of this contract.

Sample: Do not complete or substitute. Will be required at time of commencement of service.

Attachment I 1 of 3 (Front)

ACORD, CERTIFICATE OF LIABIL	ITY INSURANCE		אַראַ (געעמסטעאַיאַ)
PRODUCER	THIS CERTIFICATE IS ISSUI ONLY AND CONFERS NO HOLDER. THIS CERTIFICAT ALTER THE COVERAGE AF	rights upon the Te does not ameni	CERTIFICATE D. EXTEND OR
-	INSTREES AFFORDING COVE	RAGE	NAIG#
NSURED	INSURER A:		
	INSURER B:		
	INSURER C:		I
'	INSORER D:		
	INSURER E		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE IN ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HIP POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID INSURANCE.	LAMO	CY PERIOD INDICATED, NO CH THIS CERTIFICATE MA S, EXCLUSIONS AND CONI	TWITHSTANDING Y BE ISSUED OR DITIONS OF SUCH
INSR ADD". LIR MERC TYPE OF INSURANCE POLICY NUMBER	POLICY EFFECTIVE POLICY EXPIRATION DATE (MINIDOYY)	ामाञ	
GENERAL CIABILITY	\ <u> </u>	ACH OCCURRENCE \$ AMAGETO RENTED REMISES (Es occurrence) 5	
COMMERCIAL GENERAL LIABILITY			
CLAIMS MADE OCCUR		(ED EXP (Any one person) \$	
	/ L	ERBONAL & ADVINJURY \$	
	/ ' -	ENERAL AGGREGATE \$	
GENL AGGREGATE LIMIT APPLIES PER:		RODUCTS-COMPIOPAGG \$	
POLICY PRO LOC AUTOMOBILE LARRILITY ANY AUTO	7	OMBINED SINGLE LIMIT 6	
ALL OWNED ALTOS SCHEDULEO AUTOS	K I i F	ODLY INJURY 5	
HIRED AUTOS NON-OWNED AUTOS	\nearrow \searrow \vdash	ODILY INJURY	
		RUPERTY DAMAGE \$	
2ARAGE LIABILITY	_ <u> </u>	UTO ONLY - EA ACCIDENT 5	
OTUA YAA		THER THAN BAACE &	
	, AI	JTO-ONLY: ARE \$	
EXCESSION BREST TO TOBETA	<u> </u>	ACH OCCURRENCE \$	
X OCCUR CLARIS HADE	<u> </u>	GGREGATE S	
	i L	\$	
DECONOTIBLE .	<u> </u>		
RETENTION 6			
WORKERS COMPENSATION AND	i 📙	TORY I MITS PR	
ANY PROPRIETOR PARTNERS EXCLUDED Y	E.	LEACH ACCIDENT \$	
	E	L DISEASE-EA EMPLOYEE \$	
If yos, decidor under SPECIAL PROVISIONS below	E.	L DIBEASE-POLICY LIMIT 8	
OTNER.			,
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEME	CT I BEECOAL PROVISIONS		
This certificate is issued as required by		fy contract).	.!
Certificate holder is named as an additio			,
CERTIFICATE HOLDER	CANCELLATION		
	SHOULD ANY OF THE ABOVE DESCRIBED		
CITY OF DELDAY BEACH	DATE THEREOF, THE IGBUING INSURER I		DAYS WRITTEN
- CITY OF DELRAY BEACH	NOTICE TO THE CERTIFICATE HOLDER NA		
CITY HALL	IMPOSE NO OBLIGATION OF LIABILITY O	P ARY KIND UPON THE HISUR	ER, MB AGENTS OR
100 NW 1 ST AVEUNE	REFRESENTATIVES.		
DELRAY BEACH, FL 33444	AUTHORIZED REPRESENTATIVE		\neg
	 		
AGORD 25 (2001/08)		@ ACORD COR	PORATION 1986

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(tes) 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 Lemme 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 item of such endorsement(s).

DISCLAIMER

The Certificate of insurence on the reverse side of this form does not constitute a contract between the issuing insurence), 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.

ACORD 25 (2001/08)

Attachment I, 3 of 3

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CÓMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)					
•					
			•		
				·	
	•	•			
	complete this Sci	hedule, if not shown a	have will be show	m in the Declaration	15.
impation regulred to	complete this Sc	HEODIE, II NOT SHOWN E	DOVE, WILL DE SHOW	At III are nemarano	101

Section 1) — Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalt.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises award by ar rented to you.

CG 20 26 07 04

© ISO Properties, Inc., 2004

Page 1 of 1

EXHIBIT C Financial Disclosure Form

AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

	ou to release to the City of Delray Beach any ig the undersigned either of a professional credit
	atement of your opinions with regard to the
undersigned's professional credit and p	
	By: Lawy Terly
STATE OF FLORIDA	0
COUNTY OF PALM BEACH	
OCCITION TALM BENOT	
THE FOREGOING INSTRUMENT was	
	3, by they leer
	n to me or who has respectively produced as
identification and did not take an oath.	
	Notary Rublic:
	Print Name: 12 124 Dato 1 EODi
	Commission No:
(Seal)	My Commission Expires HILDA NAPOLEONI
	EMY COMMISSION # EE094598 EMPICIE May 16, 2015
Name:	(407) 899-71 (5.) The ideal of the grant com.
, 12, 170	
Home Address:	
Hama Talanhana Number	
Home Telephone Number:	
Business Telephone Number:	
,	
Fax Number:	
Date of Rirth	
Date of Birth:	

RFP SIGNATURE FORM

* PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL) Opening Date: February 21, 2013 RFP #: 2013-22 RFP TITLE: Transportation services to Operate Trolley Routes in the CITY of Delray Beach CITY Limits COMPANY NAME: Unique Transportation Tours DATE: 2/21/2013 NAME/TITLE: Darcy Perez, Managing Partner/Owner ADDRESS: 5061 NW 13th Ave Suite J CITY Pompano Beach STATE FL ZIP CODE 33064 FEDERAL TAX I.D. #: 37 - 1143940 TELEPHONE: (954) 429 3100 <u>(954) 429 3307 </u> FACSIMILE VENDOR SERVICE REPRESENTATIVE FOR PLACEMENT OF ORDER: CONTACT NAME: Darry Perez

TELEPHONE: (954) 818 2036

STATEMENT OF NO BID

RFP # 2013-22 - Request For Proposals for Bus Trolley Services CITY of Delray Beach Limits

If you are not bidding on this service/commodity, pleas CITY of Delray Beach Purchasing Office, 100 NW 1st (561) 243-7166.	
Failure to respond may result in deletion of vendor's CITY of Delray Beach.	name from the qualified bidder's list for the
COMPANY NAME: ADDRESS: TELEPHONE: () SIGNATURE:	
DATE: Minority Owned Business: () Black () Hispanic () Woman () Other We, the undersigned have declined to bid on your RFP #2 For: Request for Proposals for Bus Trolley Services for C	(Specify) 2013-22
Specifications too "tight", i.e. geared toward brand or manufacturer 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 performUnable to meet specificationsUnable to meet bond requirementsSpecifications unclear (explain below)Other (specify below)
REMARKS:	

REFERENCES - RFP #2013-22

COMPANY NAME: Spady Museum
ADDRESS: 1710 NW 5th Avenue, Delray Boh
STATE: Florida ZIP: 33444
CONTACT PERSON: Charlene Jones
PHONE NUMBER: 561-279-8883
COMPANY NAME: Legiscy Bank of Florida
ADDRESS: 2300 Glades Road, Suite 1404 BARA RATOR
STATE: Florida ZIP: 33431
CONTACT PERSON: MARCIA & Snyder, Exe. VP
PHONE NUMBER: 561-544-8412
COMPANY NAME: John Schouten, INC. (CPA)
ADDRESS: 6359 Pondapple Road, Boca Raton
STATE: Box Florida ZIP: 33433
CONTACT PERSON: John Schalten
PHONE NUMBER: 561-241-1808
COMPANY NAME: Palmdale Oil
ADDRESS: 319 Industrial Avenue Baynton Boh
STATE: Florida ZIP: 33/26
CONTACT PERSON: Jessica Whited
PHONE NUMBER: 954-650-2053

PRICE QUOTE - RFP #2013-13

Year 1:	
HOURLY RATE	s 32.00 /hr
ADDITIONAL HOURS	\$ 34.00 /hr
EMERGENCY VEHICLE	s 65.00/hr
Year 2:	
HOURLY RATE	s 33.00 /hr
ADDITIONAL HOURS	s36.00 /hr
EMERGENCY VEHICLE	s 70.00/hr
Year 3:	
HOURLY RATE	s 34.00/hr
ADDITIONAL HOURS	\$ 38,00/hr
EMERGENCY VEHICLE	s 75.00/hr
Year 4: (if applicable)	
HOURLY RATE	\$ 35.00/hr
ADDITIONAL HOURS	\$ 40.00/hr
EMERGENCY VEHICLE	\$ 80.00/hr
Year 5: (if applicable)	
HOURLY RATE	s 36.00/hr
ADDITIONAL HOURS	\$ 42.00/hr
EMERGENCY VEHICLE	s 85.00/hr
FEE COLLECTION (If required) Equipment	\$ model to be approved determine

FEE COLLECTION (If required) Equipment \$ model to be approved determined by city
Fee Collection Administration (Hourly) \$ included in contract hourly cost

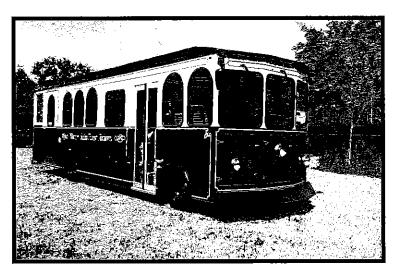
* Dru to variety of collection boxes and pricing, this choice would be determined approved by city.

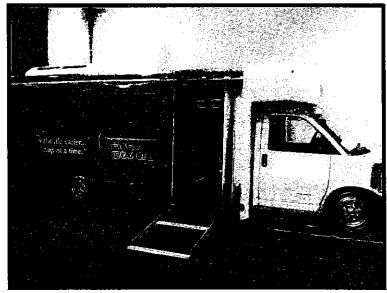
FINANCIAL SOLVENCY Section 1-15

Unique Transportation

A Women Owned Company

Company Background





COMPANY HISTORY

Unique Transportation (formerly known as South Florida Trolley, Inc.) is a family owned & operated transportation business. It began in Buffalo, New York in 1974, moved to South Florida in 1978, and currently operates in the South Florida Region.

We have been members of various organizations, chambers, and associations including the American Passenger Transport Assoc., National Safety Council, Florida Motor Coach Assoc., and American Bus Assoc.

In February of 1979, we became involved in the manufacturing process, continuously making changes to enhance the safety and durability of the Trolley Bus. Since 1979, we have placed over 650 Trolleys in service across the United States, Puerto Rico, the Caribbean, and Canada.

In the past, we have operated a fleet of over 40 trolley buses in South Florida, providing internal and external transportation services to the major retirement communities in the area. These communities include Century Villages in Deerfield Beach, Boca Raton and Pembroke Pines as well as Kings Point in Tamarac. Most of our vehicles in South Florida operate 7 days per week, 15 hours per day, 365 days a year. We carry approximately eight million passengers per year traveling almost 1.5 million miles during the same period.

As a result of our daily operations, we offer our clients the finest, most complete support services in the nation. Our experience & expertise in the industry has paved the way to aid our customers in key business components. We've learned first hand the maintenance, personnel and marketing aspects necessary for a successful transportation operation.

We also have long standing reputable relationships with the tri-county government as well as numerous local municipalities for the provision of specialized transportation services.

We pioneered the use of trackless motorized trolleys for urban transportation in partnership with the Ft. Lauderdale Downtown Development Association in 1990. This initial effort has evolved over the years. Included in this local operation was a narrated tour along the entire length of the Fort Lauderdale beachfront and a parking shuttle for the revitalized downtown area of Ft. Lauderdale. During the winter tourist season, we also operated two trolleys for the City of Hollywood, providing transportation between the beach and the renovated downtown.

We are aware of the importance of running a safe, dependable and professional operation. We have a qualification procedure for the selection of employees, a Drug-Free work place, and an internal documented system to ensure the flow of data.

MANAGEMENT PERSONNEL

Darcy Perez (Managing Partner and Owner) oversees the day-to-day operations of the company with over 24 years of hands on experience. Responsibilities include inventory control, payroll, accounts receivable/payable, and company financials as well as monitoring the company's compliance with DOT regulations and Drug Free Workplace testing/designation. Together with operational personnel she also insures that all drivers maintain their qualifications by examining and auditing MVR reports and medical reviews per DOT regulations.

Joseph Perez, Jr. (Joe) is the Operations/Fleet Manager and brings over 22 years of experience to all aspects of the company. His thorough knowledge of trolleys, maintenance requirements and general regulations of the Florida DOT and Federal Transit Administration are invaluable assets. (Please see a copy of the attached resume, as requested.)

CHRONOLOGICAL EXPERIENCE

Since 1978 - Current We charter our vehicles for private affairs in the TriCounty.

Since 1983 - 2009 Century Village, Deerfield Beach. The operation consists of 8 Trolley Buses that run 6 different routes beginning at 8:30 am until 11:30 pm, 7 days per week. This includes a special express service to local shopping establishments.

Since 1984 - Current Century Village, Pembroke Pines. The operation consists of 10 Trolley Buses that run 7 different routes beginning at 8:30 am until 11:30 pm, 7 days per week. This includes a special express service to local shopping establishments.

Since 1991 – Current Port Everglades Cruise Ship Services. Transportation and tours for early arriving passengers.

Since 1993 – Current Oriole Village Delray Beach, 1 trolley 3 days per week, 8 hours per day (off-season) and 1 trolley 4 days per week, 8 hours per day (on season).

Since 1998 – 2010 Kings Point of Tamarac. The operation consists of 5 Trolley Buses that run 4 different routes beginning at 8:30 am until 11:00 pm, 7 days per week.

(With daily operations listed above, we understand the importance of a reliable maintenance department. We employ experienced mechanics trained in all types of vehicles including Ford, Chevy, Cummins, and Allison. We have 2 fully equipped repair shops, (1 in Pompano Beach and the other in Pembroke pines). Both shops are staffed 6 days per week minimum 10 hours per day, with all maintenance personal on call 24/7.)

CONTACT INFORMATION

Darcy Perez: 954.818.2036 <u>DarcyA127@aol.com</u>

Joseph Perez, Jr.: 954.770.0451 trolley109@aol.com

12:09 PM 02/21/13 Accrual Basis

Unique Transportation & Tours, LLC Profit & Loss

January through December 2010

	Jan - Dec 10
Ordinary Income/Expense	
Income	
Charter	22,621.65
Contract & Charter Income	704,518.30
Other Income	7,680.19
Total Income	734,820.14
Expense	
Amorization Expense	23,777.00
Bank Service Charges	1.271.00
Depreciation Expense	30,088.00
Dues and Subscriptions	92.65
Fuel	108,172.71
Insurance Expense	62,092.66
Licenses & Permits	33.00
Loan Costs	88,697.00
Loan Interest-Legacy	24,072.50
Marketing/Promotion	60.34
Miscellaneous Expense	9,481.34
Office Supplies	1,666.76
Parts	42,857.70
Payroll Expenses	361,673.60
Professional Fees	2,350.00
Rent Expense	11,129.86
Subscriptions	130.55
Tolls	754.10
Uniforms	29.15
Utilities	7,738.28
Total Expense	776,168.20
Net Ordinary Income	-41,348.06
Other income/Expense	
Other Expense	
Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	-41,348.06

12:08 PM 02/21/13 Accrual Basis

Unique Transportation & Tours, LLC Profit & Loss

January through December 2011

	Jan - Dec 11
Ordinary Income/Expense	
Contract & Charter Income Other Income	1,550,290 <i>.</i> 52 3,707.77
Total Income	1,553,998.29
Expense	
Accounting	1,085.00
Advertising and Promotion	657.82
Bank Service Charges	13,051.00
Dues and Subscriptions	14.95
Fuel	296,726.18
Insurance Expense	138,146.96
Licenses & Permits	914.35
Loan Interest-Legacy	43,232.06
Marketing/Promotion	620.82
Miscellaneous Expense	11,156.77
Office Supplies	3,350.18
Operating Expenses	1,000.41
Parts	102,079.96
Payroll Expenses	795,665.47
Postage and Delivery	161.01
Professional Fees	3,208.00
Rent Expense	26,732.43
Subscriptions	463.45
Tolls	1,173.78
Uniforms	1,264.37
Utilities	12,698.19
Total Expense	1,453,403.16
Net Ordinary Income	100,595.13
Vet Income	100,595.13

12:08 PM 02/21/13 Accrual Basis

Unique Transportation & Tours, LLC Profit & Loss

January through December 2012

	Jan - Dec 12
Ordinary Income/Expense	
Contract & Charter Income	1,627,227.94
Other Income	8,038.33
Total Income	1,635,266.27
Expense	
Bank Service Charges	16,155.05
Dues and Subscriptions	143.75
Fuel	311,180.19
Insurance Expense	170,803.68
Interest Expense	15,366.80
Licenses & Permits	2,792.59
Loan Interest-Legacy	23,709.41
Marketing/Promotion	405.00
Miscellaneous Expense	3,765.78
Office Supplies	838.14
Parts	143,928.39
Payroll Expenses	764,928.60
Professional Fees	1,910.00
Rent Expense	29,070.10
Subscriptions	504.83
Tolls	885.75
Utilities	9,917.12
Total Expense	1,496,305.18
Net Ordinary Income	138,961.09
Net Income	138,961.09

11:22 AM 02/21/13 Accrual Basis

Unique Transportation & Tours, LLC Balance Sheet As of December 31, 2010

	Dec 31, 10
ASSETS	
Current Assets	
Checking/Savings Cash In the Bank	29,987.72
Total Checking/Savings	29,987.72
Accounts Receivable Accounts Receivable	-1,175.00
Total Accounts Receivable	-1,175.00
Total Current Assets	28,812.72
Fixed Assets	
Current Assets	306,129.12
Good Will	487,490.29
Maint & Equipment	35,000.00
Office Furn & Equip	50,000.00
Total Fixed Assets	878,619.41
Other Assets	
Accum. Amorization Loan Costs	-6,824.00
Capitalized Loan Cost	67,687.40
Total Other Assets	60,863.40
TOTAL ASSETS	968,295.53
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Other Current Liabilities	
Current Liabilities	24,943.40
Total Other Current Liabilities	24,943.40
Total Current Liabilities	24,943.40
Long Term Liabilities	
Loan Payable Legacy	978,900.19
Loan Payable Shareholder	5,700.00
Total Long Term Liabilities	984,600.19
Total Liabilities	1,009,543.59
Equity	
Capital Stock	100.00
Net Income	-41,348.06
Total Equity	-41,248.06
TOTAL LIABILITIES & EQUITY	968,295.53

11:22 AM 02/21/13 Accrual Basis

Unique Transportation & Tours, LLC Balance Sheet

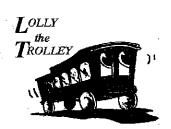
As of December 31, 2011

	Dec 31, 11
ASSETS	
Current Assets	
Checking/Savings Cash In the Bank	7,268.76
Total Checking/Savings	7,268.76
Accounts Receivable Accounts Receivable	235.00
Total Accounts Receivable	235.00
Other Current Assets Driver Advances	400.00
Total Other Current Assets	400.00
Total Current Assets	7,903.76
Fixed Assets	
Current Assets	327,520.80
Good Will	487,490.29
Maint & Equipment	35,400.68
Office Furn & Equip	50,455.79
Total Fixed Assets	900,867.56
Other Assets	
Accum. Amorization Loan Costs	-6,824.00
Capitalized Loan Cost	67,687.40
Total Other Assets	60,863.40
TOTAL ASSETS	969,634.72
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities	
Current Liabilities	31,943.40
Total Other Current Liabilities	31,943.40
Total Current Liabilities	31,943.40
Long Term Liabilities	
Loan Payable Legacy	875,044.25
Loan Payable Shareholder	3,300.00
Total Long Term Liabilities	878,344.25
Total Liabilities	910,287.65
Equity	
Capital Stock	100.00
Members Equity	-41,348.06
Net Income	100,595.13
Total Equity	59,347.07
TOTAL LIABILITIES & EQUITY	969,634.72

11:23 AM 02/21/13 Accrual Basis

Unique Transportation & Tours, LLC Balance Sheet As of December 31, 2012

	Dec 31, 12
ASSETS	
Current Assets	
Checking/Savings Cash in the Bank	16,009.40
Total Checking/Savings	16,009.40
Accounts Receivable Accounts Receivable	62,004.88
Total Accounts Receivable	62,004.88
Other Current Assets Driver Advances	400.00
Total Other Current Assets	400.00
Total Current Assets	78,414.28
Fixed Assets	
Current Assets	332,079.01
Good Will	487,490.29
Maint & Equipment	35,991.67
Office Furn & Equip	59,540.61
Total Fixed Assets	915,101.58
Other Assets	0.004.00
Accum. Amorization Loan Costs Capitalized Loan Cost	-6,824.00 67,687.40
•	
Total Other Assets	60,863.40
TOTAL ASSETS	1,054,379.26
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Other Current Liabilities	
Current Liabilities	33,780.33
Legacy Line of Credit	15,200.00
Total Other Current Liabilities	48,980.33
Total Current Liabilities	48,980.33
Long Term Liabilities	
Loan Payable Legacy	803,790.77
Loan Payable Shareholder	3,300.00
Total Long Term Liabilities	807,090.77
Total Liabilities	856,071.10
Equity	
Capital Stock	100.00
Members Equity	59,247.07
Net Income	138,961.09
Total Equity	198,308.16
TOTAL LIABILITIES & EQUITY	1,054,379.26



Unique Transportation & Tours, LLC

To Whom it May Concern:

In response to Section 1-15 requesting 2013 projections. Our projections for the 2013 year are based on a 2-5% increase of the 2012 Profit & Loss. A detailed projection can be obtained by our accountant if requested.

Respectfully,

Darcy Perez

Managing Mbr.

Unique Transportation & Tours, LLC



Legacy Bank of Florida 2300 Glades Road Suite 140 West Boca Raton, Florida 33431-8516 Ph (561) 347-1970 www.LegacyBankFL.com

February 20, 2013

Re: Unique Transportation and Tours LLC

To Whom It May Concern:

Unique Transportation and Tours LLC maintains a \$50,000 revolving line of credit with Legacy Bank of Florida. The line originated in January, 2012. The line has been handled as agreed.

Thank you.

Marcia K. Snyder
Executive Vice President

ACKNOWLEDGEMENT OF ADDENDA Section 3-5

CITY OF DELRAY BEACH REQUEST FOR PROPOSALS #2013-22

PROVIDER TO OPERATE TRANSPORTATION SERVICES USING CITY OWNED TROLLEYS

ADDENDUM NO. 1

Addendum No. 1 dated January 24, 2013, to the Specifications and Contract Documents for the above referenced project, is hereby declared a part of the original Specifications and Contract Documents, and in case of conflict, the following Addendum shall govern.

Bidders are advised that the information contained in this Addendum is abbreviated and general in nature. It is the Bidders responsibility to include all items necessary for the proper execution, coordination and completion of all work/service directly affected by this Addendum.

Changes are as follows:

- 1. <u>Mandatory Pre-Bid Meeting</u> The mandatory pre-bid meeting, scheduled for January 31, 2013, will be held at <u>11:00 AM</u> in the Board Room of the Environmental Services Compound, 434 S. Swinton Avenue, Delray Beach, FL 33444.
- 1A. <u>Selection Committee Meeting</u>: The selection committee meeting scheduled for February 27, 2013 has been changed to <u>1:30 PM</u> in the Board Room of the Environmental Services Compound, 434 S. Swinton Avenue, Delray Beach, FL 33444.

Patsy Nadal, Purchasing Manager 561-243-7163

Addendum #1
Authorized Signature: Larcy Loves
Name & Title: Darcy Perez Managing Mbr
Company Name: Unique Irauspoetation - Tours CCC
Address: 5061 HW 13 Avenue Suite J, Pompauo Boh, FT 33664
Phone: 954-429-3100 Fax: 954-429-3307

CITY OF DELRAY BEACH REQUEST FOR PROPOSALS #2013-22

PROVIDER TO OPERATE TRANSPORTATION SERVICES USING CITY OWNED TROLLEYS

ADDENDUM NO. 2

Addendum No. 2, dated February 19, 2013, to the Specifications and Contract Documents for the above referenced project, is hereby declared a part of the original Specifications and Contract Documents, and in case of conflict, the following Addendum shall govern.

Bidders are advised that the information contained in this Addendum is abbreviated and general in nature. It is the Bidders responsibility to include all items necessary for the proper execution, coordination and completion of all work/service directly affected by this Addendum.

Changes are as follows:

- 1. At the mandatory pre-bid meeting the question arose of what the repercussions would be for failure to clean the trolleys in accordance with Section 4.7.3, located on page 23 of Request for Proposal #2013-22
- 1A. Failure to clean the trolleys, in accordance with the provisions of the aforementioned RFP section, requiring the City's procurement for such cleaning services, will result in a charge-back of costs for cleaning same. An invoice from the City's choice of cleaning company will be provided to the selected operator. The invoice shall be paid in the form of a check, payable to the City of Delray Beach, Florida, no later than 30 days from the date of the notice.

Failure to clean the trolley(s), in excess of a total of three (3) times per contract year, may result in additional administrative fees not to exceed 10% of the monthly invoice for the month's service in which the additional cleaning services are required.

Write the words "Addendum No. 2" on the exterior of the envelope in which the bids are submitted.

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND FAXING BACK TO THE PURCHASING DEPARTMENT AT (561) 243-7166 OR EMAIL nadal@mydelraybeach.com AS SOON AS POSSIBLE.

Addendum #2
Authorized Signature:
Name & Title: Darel Perez Manging Mhr.
Company Name: Unique Iransportation + Tours Luc
Address: 506/ NW 13 th Avenue #J. Pompano Boh FC 33064
Phone: 954-439-3100 Fax: 954-439-3307

PROJECT MANAGER RESUME Section 4.15

Joseph D. Perez Jr.

17 Deer Creek B101 Deerfield Beach, Florida 33442 954-770-0451

E-mail: trolley109@aol.com

Objective: Utilize my management and services skills to be an integral and successful component in the service and parts departments.

Management Skills:

- Managed leadership positions in a Mass Transportation environment involving 22 years of experience
- International business management experience
- · Work closely with administration to maintain budgets and improve overall efficiency of facility
- Designed programs to increase morale, quality, and safety
- Development of preventive maintenance programs for the operation of 37 Freightliner Trolley busses 15 hours a day, 7 days a week, 365 days a year. This system moved over 7 million people a year.
- Accountable for all equipment supplied and owned by Unique Transportation.
- Administrating and supervising of five full time diesel mechanics
- Maintain and organize parts inventory in 2 locations
- Negotiated closely with parts suppliers for maximum discounts and the best delivery programs
- Experienced in all aspects of troubleshooting, installation, and repair
- "Re-powered" both front and rear engine style chassis
- Familiar with most types of forklifts, repair or operator

Communication Skills:

- Excellent group and one-on-one communication skills
- Navigational experience on both Mac and Windows Software
- Fluent in Spanish

Professional Experience:

- Participating with local, state, and federal authorities on the bidding and manufacturing of over 500 'New'
 Freightliner Trolley Busses
- Working closely with companies like Freightliner Custom Chassis, Bluebird Coach Manufacturing, Cummins
 Engines and Allison Transmission to engineer Trolley Busses for Mass Transit projects
- In coordination with the Goodyear Tire companies leasing program: vehicle inventory, spare stock inventory, and purchasing of 19.5 and 22.5 Radial tires

Core Competencies:

- Diesel Experience:
 - 21 years: Cummins 5.9L: 6BT, 6BTA, LPG, ISB non common rail/common rail engines. Navigation of Insite diagnostic software
- Transmission Experience:
 - 21 years: Allison AT545, AT542, B300, 2000 series. Hydromatic 350 and 400
- Air Conditioning Experience:
 - 21 years: Trans-Air, Carrier and Thermo King Systems. 134a Recovering and Recycling machines
- Hybrid Electric Experience:
 - 4 years: Diagnose and replacement of battery management systems and batteries. Complete maintenance of gen/set (motor and generator)
- Parts Experience:
 - 21 years: Purchasing and controlling of inventories for 37 transit vehicles and 2 maintenance facilities

INDEMNIFICATION & INSURANCE REQUIREMENTS

Client#: 20449

UNIQUTRA

$ACORD_{\scriptscriptstyle{TM}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/01/2013

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Jeanne B. Bender Cypress Insurance Group PHONE (A/C, No, Ext); 954 771-0300 FAX (A/C, No): 954 772 9424 PO Box 9328 ADDRESS Fort Lauderdale, FL 33310-9328 INSURER(S) AFFORDING COVERAGE 954 771-0300 INSURER A: FCCI Insurance Group Inc. INSURED INSURER 8: **Unique Transportation & Tours LLC** INSURER C: 5061 NW 13th Avenue, # J INSURER D : Pompano Beach, FL 33442 **INSURER E:** INSURER F; COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ POLICY PRO-\$ COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY (NJURY (Per person) ANY AUTO \$ ALL OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS ALITOS \$ UMBRELLA LIAB \$ OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION 04/20/2012 04/20/2013 X WC STATU-001WC11A66285 AND EMPLOYERS' LIABILITY * Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$500,000 N (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$500,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Workers Compensation applies to Florida operations and employees only. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Roser B. Bond



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2013

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

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

C	ertificate holder in lieu of such endors	sement(s))							g
	DDUCER			CONTA NAME:	Susan \	<i>N</i> eaver				
Euclid Insurance Agencies, LLC				PHONE (A/C, No. Ext):800-407-4077 (A/C, No.):321-75				21-75	2-7980	
4450 W Eau Gallie Blvd., #164 Melbourne FL 32934			E-MAIL ADDRESS:SWeaver@euclidinsurance.com							
						_	NDING COVERAGE			NAIC#
				INSURE	RA:Markel I	Essex Com	anv			
INSURED 06UNIQUTRAN3			INSURER A :Markel Essex Company INSURER B :National Indemnity Company							
Uni	que Transportation & Tours LLC			INSURE			 		-	
506	31 NW 13th Avenue, Suite #J			INSURE	RD:	-				
Por	mpano Beach FL 33064			INSURE						
	·			INSURE	RF:					
CO	VERAGES CER	TIFICATE	E NUMBER: 1399630463	3			REVISION NUN	MBER:		
II C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH D HEREIN IS SUI	RESPEC	T TO V	VHICH THIS
INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	_	LIMITS	}	
Α	GENERAL LIABILITY		3DF5866		1/11/2013	1/11/2014	EACH OCCURRENC		\$1,000,0	000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTE PREMISES (Ea occu	ED .mence)	\$100,00	0
,	CLAIMS-MADE X OCCUR						MED EXP (Any one p		\$5,000	
			SAMPLE				PERSONAL & ADV I	NJURY	\$1,000,0	000
							GENERAL AGGREG	ATE	\$2,000,0	000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP	YOP AGG	\$1,000,0	000
I	POLICY PRO- JECT LOC								S	_
	AUTOMOBILE LIABILITY		74APS039190		1/11/2013	4/11/2013	(Ea accident)	LIMIT	\$1,000,0	000
l	ANY AUTO	1	·		'		BODILY INJURY (Pe	er person)	\$	
İ	ALL OWNED X SCHEDULED AUTOS	!	CAMPLE				BODILY INJURY (Pe		\$	
	HIRED AUTOS NON-OWNED AUTOS	†	SAMPLE				PROPERTY DAMAG (Per accident))E	\$	
									\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENC	Æ	\$	
-	EXCESS LIAB CLAIMS-MADE	<u> </u>					AGGREGATE		\$	-
	DED RETENTION \$	j							5	
ł	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDEN	NT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					1	E.L. DISEASE - EA E	MPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - POL	ICY LIMIT	\$	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	•		Schedule	, If more space i	s required)				-
This	s certificate is issued as required by	Contract	#RFP#2013-22			,,				
Cer	tificate Holder is named as an additi	ional inst	irea with respects to the	name	d insureds o	perations				
		○ Ł	7							
	C	\bigcup	- amounts	Work	ed are t	for uf	omnational	ρω,	poses	レ f .
CERTIFICATE HOLDER			CANCELLATION 30 DAYS							
	City of Delray Beach City Hall			SHO	OULD ANY OF	THE ABOVE D	DESCRIBED POLICE EREOF, NOTICE CY PROVISIONS.			
]	100 NW 1st Avenue Delray Beach FL 33444				RIZED REPRESE	ENTATIVE				

FINANCIAL SOLVENCY REQUIREMENTS

RFP SIGNATURE FORM

REFERENCES

QUOTATION

Shutt, Brian

From:

DarcyA127@aol.com

Sent:

Thursday, June 06, 2013 12:16 PM

To:

Shutt, Brian

Cc:

Aronson, Scott; uniquett109@aol.com

Subject:

Unique Transportation

Good afternoon Mr. Shutt,

Unique Transportation has no owned autos for the contract with The City of Delray RFP#2013-22. Please don't hesitate to contact me if you have any additional questions. Thank you.

Best regards,

Darcy Perez

ACORD. CERTIFICATE OF LIABILITY INSURANCE

EXELUZIONS AND CONCERCING OF SUCH POLICIES. LIMITS SHOWN MAY HAVE DUEN HEDUCED BY PAID CLANG

5/03/2013

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

IMPORTANT: If the contilicate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION is WAIVED, subject to the betters 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 endorsements).

PROMER	CONTACT Jeanne B. Bender						
Cypress Insurance Group	(AC, No. CAL) 954 771-0300 (AC, No. 954 772 9424						
PO Box 9328	도 - 보도 도 - 유한당(본) :						
Fort Lauderdale, FL 33310-9328	INSLIEFT共享) AS FERRINAGE EDVICEAGE NAME I						
954 771-0300	BOURERA Ascendant Commercial Insurance,						
M-SUMED	інвинен в						
Unique Transportation 5061 NW 13th Avenue, #J	INSURED C.						
	INSERTA G						
Pompano Beach, FL 33442	MSUREH E						
	MSUMIN !						

COVERAGES

CERTIFICATE NUMBER:

PAGES TO CLRTIPY THAT THE PRESES OF INSURANCE LISTLD BEYON HAVE DELINERALLD TO THE INSURED NAMED ARRAY FOR THE PRESENT HAVE NOT HELD NOTWITHSTANDING ANY REQUIREMENT. TERM ON CONDITION OF ANY COMBACT OF CHAIR DOCUMENT WITH RESPECT TO MINCH THAT CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE MEMBAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SESSION TO ALL THE TERMS.

ACKIL BUISE PIBE WYD ዋዕኒ ድን ዕድም - 1955 እርም ይጀት በመፈድሚያን የሃንግ የመቆጠቀው የአንድ 186015 TYPE OF INSURANCE 医帕耳斯氏病 医眼科科氏征学 CARCO CRECISION MCC BAMAGOT (1998) 471 D THE LESSES HOLLD CONTROL STREET, ALGENISAN LANGETY MUDICATION (May rate person) CLASSIANACE ENGINE PERSONAL & ARV MULRY DESCRIPTION AND RELIGIOUS TYTOGODIJECTU - COGMENCION ACAG SENT ASSOCIATE LAST AND KINDER Fire. POLICE CONTRACT SWEET SAFEED **不具体的现在分词形式的现在分词** MODEL HOLLSEY (For passer) ARY AUTO ALL OWNED ALLICA: **张声爱的原见** E LAMBAGE WATER MALLON TENDERS ALITOS NON-CANA BOAKKA TERBADAN HOST D ALST DE AUTOS Personal : X LAMBITE LA LEAS ____ ಬುಬಬಗ EACH CADODICALINOS excess liab (Cands lians) 4666444570 3 RETESTION 1 12/04/2012 12/04/2013 X TON LINE WORKSHIP COMPRESSATION WC643070 ARD ENFROTERS' LIABILITY ASY PROPERTY TEMPERTY RETURNS (FIG. ±500,000 ILL ENGNEROLANIAL 14 EL 1986ASS - LA EMPEROPE (1500,000 (Mandalony in 164) TEDERAL PROPERTY 1500 1500,000

oraccertain or orceations (cocarions) vined to (accountable 10%, assistant homely behavis, if more some in required). This contificate its leaved as required by contract RFP-22-0-2013/PJM

CERTIFICATE HOLDER

City of Delray Beach, Delray Community Redevelopment Agency & Paim Beach Co Board of Co Commissioners, 100 NW 1st Avenue Delray Beach, FL 33444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, MOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ALIGHOMACELD REPRESENTATIVE

Rosu B. Bond

© 1988-2016 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain policies may require a certificate holder in lieu of such endorsement(s).	an endorsem	ent. A stat	ement on th	is certificate does not	confer ri	ghts to the
PRODUCER Euclid Insurance Agencies, LLC	CONTACT NAME: PHONE		- 4077	FAX	004 ===	
Melbourne FL 32934	(A/C, No. E	(A/C, No, Ext):800-407-4077 [A/C, No):321-752-7980				
		INS	URER(S) AFFOR	DING COVERAGE		NAIC #
Verification of the continues of the sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-	INSURER	A:KnightBr	<u>ook Insurar</u>	ice Company		
INSURED 06UNIQUTRAN5	INSURER	B:				
Unique Transportation	INSURER	INSURER C :				
5061 NW 13th Avenue, Suite #J Pompano Beach FL 33064		INSURER D:				
·		INSURER E :				
CENTERATE WINDER	INSURER	F;		REVISION NUMBER:	1	
COVERAGES CERTIFICATE NUMBER: 119732 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDICERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFF EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY FINSE!	W HAVE BEEN ITION OF ANY FORDED BY TI HAVE BEEN RE	CONTRACT HE POLICIE EDUCED BY	THE INSURE OR:OTHER I S DESCRIBED PAID CLAIMS	D NAMED ABOVE FOR DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	ECT TO V	VHICH THIS
INSR LTR TYPE OF INSURANCE INSR WYD POLICY NUMB	T.			LIMI		 -
A GENERAL LIABILITY LFL000268	. 5/	1/2013	5/1/2014	EACH OCCURRENCE DAMAGE TO RENTED	\$100000	00
X COMMERCIAL GENERAL LIABILITY	ļ			PREMISES (Ea occurrence)	\$100000)
CLAIMS-MADE X OCCUR	ļ			MED EXP (Any one person)	\$5000	
	-			PERSONAL & ADV INJURY	\$100000	30
	1			GENERAL AGGREGATE	\$200000	00
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$100000	00
POLICY PRO- JECT LOC LEL 000288	F	1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident)	 -	
A AUTOMOBILE LIABILITY LFL000268	D/	1/2013	0/1/2014	I .	\$1,500,0 \$	000
ANY AUTO ALL OWNED Y SCHEDULED				BOOILY INJURY (Per person)	+	
AUTOS AUTOS				BODILY INJURY (Per accident		
X HIRED AUTOS X AUTOS				PROPERTY DAMAGE (Per accident)	S	
				4	S	
A UMBRELLA LIAB OCCUR LFL000268	5/	1/2013	5/1/2014	EACH OCCURRENCE	\$3,500,0	000
X EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$3,500,	000
DED RETENTION S				Turo or in the	\$	
WORKERS.COMPENSATION				WC STATU- OTH		
AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	S	
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYE	E \$	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Atlach ACORD 101, Additional Re Certificate holder is named as additional insured with respect to the				only Providing Trolley	Sarvion	
Ithroughout the City of Delray Beach Vehicles: 2012 Freightlin Trolle	ev 4117ADED	TXCCBS4	062 FL 201	2 Freightlin Trolley	Selvice	
4UZADEDT2CCBS4055 FL,	·			-		
2012 Supreme Trolley 4UZADEDT6CCBS4057 FL; Drivers: Melor	nice Robinso	n R152559	645080 FL	, Andrew Bennett B53	001764	4500 FL,
Daniel Gonzalez G524173481690 FL, Theodile Ceant C530800720	U570 FL					
CERTIFICATE HOLDER	CANCI	CANCELLATION30				
City of Delray Beach Delray Community Redevelopme Agency & Palm Beach Co Board of Co Commissioners	THE ACCO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
100 NW 1st Ave Delray Beach FL 33444	AUTHOR	AUTHORIZED REPRESENTATIVE				

F24=More keys

m	13.17.29
UNIQUE TRANSPORTATION & TOURS OUTSIDE OF DELRAY BEACH DELRAY BEACH License number : 13 00052305 Appl, issue, expir 21913 219 License status (F4)	5061 NW 13TH AVE STE J POMPANO BEACH FL 33064 13 93013 NT PENDING LLANEOUS OCCUPATION - REG.
License restrictions	ORTATION
Gross receipts	
Additional charges . \underline{N} Y=Yes, N=No Extra requirements . \underline{N} Y=Yes, N=No	Miscellaneous . \underline{N} Y=Yes, N=No Sub codes \underline{N} Y=Yes, N=No
F3=Exit F5=Code description F9=Applicar F10=Business maintenance F12=Cancel	nt/Qualifier
	F24=More kevs



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

Serving 404.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.taxcollectorpbc.com Tel: (561) 355-2272

LOCATED AT

5061 Northwest 13TH AVE Unit J POMPANO BEACH, FL 33064

,					
TYPE OF BUSINESS	OWNER	CERTIFICATION#	RECEIPT #/DATE PAID	AMT PAID	BILL#
48-0004 VEHICLE FOR HIRE	UNIQUE TRANSPORTATION AND TOURS LLC		ป13.328203 - 02/19/13	\$99.00	B4011540B

This document is valid only when receipted by the Tax Collector's Office.

UNIQUE TRANSPORTATION AND TOURS LLC UNIQUE TRANSPORTATION AND TOURS LLC 5061 NW 13TH AVE UNIT J POMPANO BEACH, FL 33064

STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201358916 EXPIRES: SEPTEMBER 30, 2013

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

BUSINESS TAX RECEIPT

& CONTRACTOR REGISTRATION

RESTRICTION:

OWNER

BUSINESS NAME: UNIQUE TRANSPORTATION &

LOCATION: OUTSIDE OF DELINAY BEACH

CLASSIFICATION: MISCELLANEOUS OCCUPATION

UMIQUE TRANSPORTATION & TOURS

POMPANO BEACH FL 33064 5061 WW 13TH AVE STE J

> CONTROL NO SHORIPT NO 13 00052320 139051

DATE ISSUED: BUSINESS TAX FEE 3/01/13

DELINOUENT FEE TRANSFER FEE:

TOTAL AMOUNT PAID:

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD OCTOBER : 2012 TO SEPTEMBER 36 2013

PUBLIC VIEW AT BUSINESS LOCATION BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO

Notice: The business lax receipt becomes NULL and VOID if extraostip, business correcor address is changed. Applicant must apply for Transfer

CITY OF DELRAY BEACH

BUSINESS TAX RECEIPT INFORMATION

3/01/13

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD OCTOBER 1 2012 TO SEPTEMBER 30 2013

- Please conspicuously post this current business tax receipt so that it is able to be viewed by anyone upon entering your place of business.
- This business tax receipt represents proof of payment of your business tax fee for the period October 1 to September 30. Continuous licensure can be an important asset for certain business users; please exercise diligence in maintaining this business tax receipt.
- Once you have obtained a Delray Beach business tax receipt, you will be sent a renewal



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.taxcollectorpbc.com Tel: (561) 355-2272

LOCATED AT

5061 Northwest 13TH AVE Unit J POMPANO BEACH, FL 33064

TYPE OF BUSINESS	OWNER	CERTIFICATION#	RECEIPT #/DATE PAID	AMT PAID	Bill #
48-0004 VEHICLE FOR HIRE	UNIQUE TRANSPORTATION AND TOURS LLC		U13.328203 - 02/19/13	00.992	B40115408

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201358916 EXPIRES: SEPTEMBER 30, 2013

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

UNIQUE TRANSPORTATION AND TOURS LLC UNIQUE TRANSPORTATION AND TOURS LLC 5061 NW 13TH AVE UNIT J POMPANO BEACH, FL 33064

	XXZOZIMACIOH	:17:29
Type information, press Enter. Business control	Last activity: Created: 02/19/13 by PORTER Mailing address 5061 NW 13TH AVE STE J POMPANO BEACH FL 33064 305 21913 93013 PAYMENT PENDING MISCELLANEOUS OCCUPATION - REG.	
Additional charges N Y=Yes, N Extra requirements N Y=Yes, N F3=Exit F5=Code description F9=App F10=Business maintenance F12=Ca	υσυ · · · <u>τν</u>	, N=No
		vela