

**CITY OF PARKLAND  
REQUEST FOR PROPOSAL # 2018-12**

**Coach Bus Transportation Services**



**RESPONSES ARE DUE BY MAY 31, 2018, 2:00 PM (EST)**

**CONTACT: ANTHONY CARIVEAU, MPA, CPPO, FCCN  
PURCHASING DIRECTOR  
CITY OF PARKLAND, CITY HALL  
6600 UNIVERSITY DRIVE  
PARKLAND, FLORIDA 33067  
TELEPHONE: (954)757-4177  
EMAIL: [acariveau@cityofparkland.org](mailto:acariveau@cityofparkland.org)**

The City of Parkland, Florida is seeking to obtain Proposals from qualified firms to provide coach bus transportation services throughout the year for the summer camp, recreation and library programs to the City of Parkland “(CITY)” in full accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until May 31, 2018 2:00 PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, **City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067** and shall be labeled **“SEALED PROPOSAL FOR Coach Bus Transportation Services RFP 2018-12”**.

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will not be considered. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy, three (3) copies of the proposal including any attachments and one (1) sealed bid price (to submit in a separate sealed envelope) with your submission. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

**[ X ] NO PRE-PROPOSAL CONFERENCE IS SCHEDULED**

**ANTICIPATED SCHEDULE OF EVENTS**

The tentative schedule of events, relative to the bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	04/24/2018
Last day for questions/clarification	05/17/2018
Last day for addendum to be posted	05/22/2018
Proposal Submission deadline	05/31/2018 @ 2:00 P.M.
Evaluation Committee Meeting	Within 1-3 weeks (publicly noticed)
Top-ranked firm recommended to City Commission	First available meeting (publicly noticed)

Note: All times are subject to change at the City’s discretion.

## **SECTION 1 - INTRODUCTION AND INFORMATION**

The City of Parkland, Florida (the CITY) is seeking a qualified and experienced firm to provide coach bus service throughout the Parks and Recreation Department summer youth recreation camp programs and senior programs as well as library programs throughout the year.

It is the intention of the CITY to award a single contract to the highest ranked Proposer responding to this Request for Proposals; therefore, each proposer must submit pricing on all services described in this RFP.

1.1 **INFORMATION/CLARIFICATION:** For information concerning this RFP contact Anthony Cariveau (Purchasing Director), (954) 757-4177. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

1.1.1 **ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:** Any inquiry or request for interpretation received prior to the Last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Proposal Submission deadline. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

1.2 **QUESTIONS:** Questions should be sent to Anthony Cariveau, Purchasing Director by email at [acariveau@cityofparkland.org](mailto:acariveau@cityofparkland.org).

1.3 **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:** The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two years from that date. The CITY reserves the right to extend the contract for three additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.

1.4 **ELIGIBILITY:** To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the

managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:

- The Consultants shall have been continuously engaged in the business of providing Security Consulting Services to local governments for at least five (5) years.
- The Consultant has no conflict of interest with regard to any other work performed by the firm for the City of Parkland.

1.5 PROPOSAL SECURITY: Each proposal shall be accompanied by RFP security in the form of Cashier's Check or Surety Bond payable to the City of Parkland, and shall be in the amount equal to \_\_\_\_\_ percent ( %) of \_\_\_\_\_. The CITY reserves the right to reject any and all security tendered to the CITY. RFP security will be returned to unsuccessful Proposers upon execution of a Contract with the successful Proposer.

**IF NOT FILLED IN, NO BID SECURITY IS REQUIRED.**

1.6 INSURANCE AND PERFORMANCE AND PAYMENT BONDS: Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage's (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

1.7 INSURANCE: The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

All coach buses proposed on behalf of this RFP are insured through the firm's insurance company. Firms shall provide a "Schedule of Vehicles" from their insurance company showing coach buses owned and/or leased.

1.8 COST ADJUSTMENTS:

1.8.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall not exceed five percent (5%) per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor whichever is less. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least (90) days prior

to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry cost decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 1.8.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon thirty (30) days written notice to the Contractor.

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**SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS**

- 2.1 **SUBMISSION AND RECEIPT OF PROPOSALS:** To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.
- 2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.
- 2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.
- 2.2 **QUALIFICATIONS STATEMENT (Applicable if box checked):** Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [ X ]
- The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.
- 2.3 **PROPOSERS' COSTS:** The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.
- 2.4 **PROPOSAL ACCEPTANCE:** Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the

CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.

- 2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.
- 2.6 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.
- 2.7 REJECTION OF PROPOSALS: The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS: All bid protests shall be filed and processed as set forth in Section 2-145 of the City Procurement Code.
- 2.9 LEGAL REQUIREMENTS:
- 2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.
- 2.9.3 Pursuant to Section 838.32(1) Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.
- 2.10 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract. The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be

required): **The specification (see section 5) contains specific background check standards and requirements**

- 2.11 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- 2.12 **PROHIBITION OF INTEREST:** No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.
- 2.13 **CONFLICT OF INTEREST:** The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.14 **NO CONTINGENT FEE:** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.
- 2.15 **PUBLIC RECORDS / CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law



for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to the contract, contact the City Clerk, Office of the City Clerk, 6600 University Drive, Parkland, FL 33067; (954)757-4132; [cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org).

**THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**6600 University Drive**  
**Parkland, FL 33067**  
**(954) 757-4132**  
[cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org)

SPECIFICALLY, THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- 2.16 RESERVED:
- 2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 2.18 NON-COLLUSIVE AFFIDAVIT: Each Proposer shall complete the Non-Collusive Affidavit Form Schedule "A" and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
- 2.19 SUB-SONTRACTORS: If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.
- 2.20 CONE OF SILENCE: A Cone of Silence shall apply as follows:
- 2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.
- 2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or

make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:  
(No bond required if left blank).

2.22 MINORITY PARTICIPATION:

Disadvantaged Business Enterprises (DBE) participation. Proposers are advised that the city promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The city will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

2.23 LOCAL PREFERENCE: For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) the business has held a valid City business license for at least one (1) year prior to the date of application; and

- (c) The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.24 CONTRACT: A draft copy of the Contract is made a part of this RFP. The Contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Manager.

2.25 DRUG FREE WORKPLACE: Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) 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.

2.26 COMPLIANCE WITH LAWS

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.27 PROPOSER'S REPRESENTATION

By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.28 ADDITIONAL PROVISIONS

2.28.1 Correction on bids.

- (a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.
- (c) Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.28.2 Cancellation of bids.

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City.

2.28.3 Withdrawal of bids.

- (a) Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the city clerk, sealed and identified.
- (b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

- 2.29 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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**SECTION 3 – CRITERIA FOR AWARD**

- 3.1 **CRITERIA FOR AWARD:** The following criteria shall be used to evaluate the proposals. With the weight of each criterion to be determined by the City:

The proposed evaluation is an initial process designed to elicit a short list of Proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission.

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<b>A) Technical Quality</b>	
<b>1. Expertise and Experience</b>	
a) Letter of Interest. See section 5.12.2	<b>10</b>
b) The Firm's Past Experience, Qualifications, Firm Organization, Experience References. See section 5.12.3(a).	<b>25</b>
c) The Service and Equipment, Capabilities, Quality Assurance, Equipment, Staff/Service, Location/Proximity, Maintenance, Proposal Content and Conformance to RFP Format. See section 5.12.3(b).	<b>25</b>
<b>B) Pricing (To submit in a separate sealed envelope)</b>	
<b>1. Cost of Services.</b> See section 5.5.	<b>40</b>
<b>Total Maximum Points</b>	<b>100</b>

3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES: Evaluation of the Proposals will be conducted by an Evaluation Committee “(Committee)” of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.1 above.

3.2.1 The Committee may conduct interviews with the short listed Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

3.2.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.2.3 The Evaluation Committee’s findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the firm it ranks as number one or negotiations with the City Manager depending upon which option is checked below.

The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

3.2.4 The City Manager may adopt the ranking of the Committee and authorize a contract to the firm it ranks number one if the proposal received is under twenty-five thousand Dollars (\$ 25,000.00). In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.

- 3.2.5 After award of the contract, the Proposer/Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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**SECTION 4 - SPECIAL CONDITIONS**

4.1  TIME FOR COMPLETION/ LIQUIDATED DAMAGES:

Because damages will be difficult to ascertain, liquidated damages of \$ per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

COUNTY/STATE LICENSE REQUIREMENTS:

Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

4.2 INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and he City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

4.3 INSURANCE (Applicable if box checked)

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[ ] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.

[X] CONTRACTOR shall pay all deductible amounts, if any.

[X] CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. Insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102 and 0106.

Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence

CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications

that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

4.4 **SCRUTINIZED COMPANIES LIST**

**The State Board of Administration of Florida maintains the scrutinized companies list and updates it quarterly. Pursuant to Section 287.135, Florida Statutes, a bidder or proposer may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal the bidder or proposer:**

- (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or**
- (b) Is on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or**
- (c) Is engaged in business operations in Cuba or Syria.**

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**SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS**

5.0 **BACKGROUND:**

The City of Parkland (“City”) was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292<sup>1</sup>. Parkland has earned a reputation for safety, excellent public schools, parks and open spaces, and its “home town” feel.

In 2009, the City annexed approximately 2,000 acres commonly referred to as “the wedge”. This annexation increased the size of the City from approximately 11 square miles to nearly 13 square miles. Development of the wedge is still ongoing but at build-out (approximately 2025), is projected to increase the City’s population from roughly 14,000<sup>2</sup> to approximately 35,000 people. As with the rest of the City, development of the wedge to date and going forward will be residential in nature.

Additionally, there is an unincorporated parcel of approximately 800 acres located south of Lox Road and east of University Drive. This parcel is presently a working farm and is generally referred to as the Hendrix property. While there is no master plan adopted at this time, it is expected that this parcel will annex into the City of Parkland and be developed.

More detailed information on the government and its finances can be found in the City’s Adopted Budget Document, Comprehensive Annual Financial Report, Code of Ordinances, and Administrative Policies and Procedures Manuals available in the City Clerk’s Office and the Finance Department, located at the City of Parkland City Hall or the City website at [www.cityofparkland.org](http://www.cityofparkland.org).

5.1 **PURPOSE:**

It is the intent of this proposal to provide the City of Parkland with Coach Bus Transportation Services for the Parks and Recreation Department summer camp, senior and library programs. The anticipated contract start date for the bus transportation services outlined in this proposal is intended around October 2018.

Bus transportation services will be required to transport children/adults to various sites through the Palm Beach, Broward and Dade County areas. These transportation services would consist of day trips and overnight travel.

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<sup>1</sup> United States Census Bureau.

<sup>2</sup> 2000 Census.

5.2 TYPES OF USAGE:

Types of coach bus transportation services required under this contract are as follows:

5.2.1 Summer Youth Recreation Program(s) – Requires continuous/every day coach bus transportation services Monday through Friday between the months of June through August. Coach buses are to be used to transport children to various sites throughout the Palm Beach, Broward and Dade County areas. The time of each trip may vary, but the minimum time required by the City would be four (4) hours. These transportation services would consist of single day trips only, requiring no overnight travel. Each bus may be traveled anywhere from 15 miles to 150 miles per day.

Pick-up locations include:

- Heron Heights Elementary – 11010 Nob Hill Rd, Parkland
- Park Trails Elementary – 10700 Trails End, Parkland
- West Glades Middle School – 11000 Holmberg Road, Parkland

5.2.2 Senior Program(s) – Requires random coach bus transportation services, Monday through Sunday once a month. Coach buses are to be used to transport adults to various sites throughout the Palm Beach, Broward and Dade County areas. The time of each trip may vary, but the minimum time required by the City would be four (4) hours. These transportation services would consist of single day trips and overnight travel. Each bus may be traveled anywhere from 15 miles to 150 miles per day.

Pick-up locations include:

- P-Rec – 10559 Trails End, Parkland

5.2.3 Library Program(s) – Requires random coach bus transportation services, Monday through Sunday once a month. Coach buses are to be used to transport adults to various sites throughout the Palm Beach, Broward and Dade County areas. The time of each trip may vary, but the minimum time required by the City would be four (4) hours. These transportation services would consist of single day trips. Each bus may be traveled anywhere from 15 miles to 150 miles per day.

Pick-up locations include:

- Parkland Library - 6620 University Drive, Parkland

5.3 HISTORY OF USAGE:

Appendix “A” represents the City of Parklands’ usage requirements for bus transportation services that occurred in the past twelve (12) months-Summer Camp Program from June 2017 through August 2017 and for the Senior Program October 2017 to September 2017. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. Proposers shall not use this information as actual usage for future years. The City reserves the right to increase or decrease estimated bus

usage.

#### 5.4 SCOPE OF SERVICES:

##### 5.4.1 MINIMUM REQUIREMENTS

- A. Proposer's firm must own or lease for operation:
- At least eleven (11) coach buses that have a minimum of seven (7) with a passenger capacity of fifty-seven (57) and the remaining four (4) with a minimum of fifty-five (55) passenger capacity.
  - All eleven (11) coach buses shall be reserved exclusively for the City of Parkland. The City shall have the ability to utilize EACH Coach bus from 8:30am - 4:00pm Monday through Friday. The City reserves the right to utilize fewer hours in a day where necessary, but shall always meet the minimum four (4) hour daily requirements per bus.
- B. Proposers shall provide a "Schedule of Vehicles" showing coach buses owned and/or leased. All eleven (11) coach buses shall be equipped with the following:
- Newer Coach Buses of Year 2010 or newer are preferred, but not a requirement. During evaluation, a higher rating process will be reflected towards those Proposers offering Coach Buses of Year 2010 or newer
  - Fully Air Conditioned
  - Two Way communication with firm's base station operation
  - One Basic First Aid kit
  - Buses provided to agency must be clean, neat and odor free at the start of each destination.
  - Microphone
  - TV/DVD player
  - Step Stool for boarding passengers
  - Restroom facility fully stocked at all times
  - Seatbelts for all passengers are preferred, but not a requirement of this proposal. During evaluation, a higher rating process will be reflected towards those Proposers offering seatbelts for all passengers.
  - Sun Screens preferred, but not a requirement of this proposal
- C. As needed, the City may require a quantity of one(1) or two (2) minimum forty- three (43) passenger capacity buses with a wheelchair lift to accommodate wheelchair bound participants. Restroom facility on this type of bus is not necessary. Proposer may subcontract a coach bus with a wheelchair lift.
- D. As needed, the City may require a mini-bus (usually a 21 passenger). Proposer may subcontract a mini bus.

E. The following requirements shall apply for the aforementioned types of buses identified for use under this contract.

- Buses must comply with the Federal Vehicle Safety Standards, Department of Transportation regulations and Federal Motor Carrier Safety Administration. Proof of compliance with these agencies must be given to the City upon request.
- All repair work on the buses being provided under this contract must have been completed by certified mechanics. Documentation showing inspection data must be given to the City upon request.

5.4.2 BUS CANCELLATIONS:

The City has the right to cancel buses for any type trip or event due to poor attendance, inclement weather, etc. There will be no cancellation fee charged to the City if the cancellation is made before the bus leaves the contractor's yard. If the bus has left the contractor's yard, a one (1) hour rate will be charged per bus.

5.4.3 BUS DRIVERS:

All bus drivers provided under this contract must have a valid **State of Florida** driver's license which permits them to operate the type of buses required in this contract. The City reserves the right to perform a national background check on driver's driving record history. Contingent on the results, the City has the right to approve or disapprove drivers. The City will not accept anyone with a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, for a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime.

Bus drivers must be able to communicate clearly in the "English" language to City staff members as necessary. Proposers must furnish driving records at the City's request to be used for evaluation purposes in considering award. Awarded proposers must make driving records available upon request by the City.

5.4.4 COMMUNICATION EQUIPMENT ON BUSES:

All buses shall have two-way communication with their base station operation. Drivers shall be capable of operating communication equipment. During the time buses are in transit, Contractor(s) must have an on duty operation at the base station to address incoming calls or emergency situations. All buses should be equipped with a Public Address (PA) system.

5.4.5 BUS MAINTENANCE:

The Contractor(s) are responsible for incurring any costs associated with any and all materials, parts, labor, oil and fuel for the buses provided to the City. Maintenance records must be available upon City's request.



5.4.6 LEVEL OF SERVICE:

The Contractor(s) are expected to provide a superior level of bus transportation service throughout the contract period. The Contractor(s) must provide preventative maintenance on all buses in a consistent and frequent manner.

Transportation failure will not be tolerated and may result in an unacceptable performance rating and/or further action by the City. However, if such transportation failure occurs, the Contractor(s) must have the ability to repair such failure and/or provide back-up transportation while meeting the scheduled time frames for that day. Repairs or back-up transportation must be conducted within a one (1) hour period and carried out in a professional, expedient and safe manner on behalf of all passengers. Contractor(s) must have standby buses with drivers available at all times. The City will not be required to pay for the duration of time the bus is inoperable. Furthermore, if the Contractor(s) does not respond adequately, and the City is forced to utilize another method of transportation, the Contractor shall be responsible for paying the difference in fees resulting from the alternate method. Failure to submit payment to the City for the alternate method will result in deduction of outstanding invoice and/or next invoice.

5.4.7 STARTING AND FINISHING POINT:

All starting points and finishing points for all bus trips will be located within the City of Parkland. The starting time of bus service is determined when the bus arrives in each of the City's location(s). The ending time of bus service is determined when the bus drops off the passengers in each of the City's locations(s). Travel time to and from Contractor's bus station/facility will not be considered or accepted.

5.5 COST OF SERVICES: (See section 5.12.4 and Attachment "A")

Proposer will be required to provide an hourly rate and a daily rate. These rates shall include all other operating costs such as driver, licenses, permits, training, etc. Hourly rates shall also be inclusive of any parking fees or highway tolls.

5.5.1 Availability and Price

Proposer agrees that in the event that a bus has been reserved for the City and the only buses available exceed the capacity needed, then Proposer agrees to assign the larger bus to the City at the same cost of a smaller capacity bus.

5.5.2 Prices quoted shall be firm for the contract, except for any adjustment, in accordance with the "Fuel Adjustment" section and "Contract Period" section. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm throughout the entire contract term will be grounds for contract termination.

5.6 FUEL ADJUSTMENT: (See Attachment "B")

If during the contract period, the price of fuel is increased ten percent (10%) over the price of fuel in effect at the time the Contractor submitted his proposal response, the Contractor may request a price increase equal to the overall cost increase he has experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted to the Buyer at the City of Parkland in writing with full documentation substantiating the request. *No increase will be permitted the first year of the contract period, thereafter requests for increases may be submitted only once during each year of the contract.*

The written request must be accompanied by documentation supporting the Contractor's claim of a need for a price increase. Documentation must include the price of fuel at his normal source/point of supply at the time the RFP was submitted, current price of fuel at this same normal source/point of supply, and the percentage of his delivered product/service cost that is attributable to fuel costs. A published fuel index may be obtained by the City and used as a guideline for insuring fuel increases are justified.

If, during the contract period, the cost of fuel is decreased by ten percent (10%) below the price of fuel in effect at the time the Contractor submitted the RFP, the Contractor is required to extend to the City a price decrease equal to the overall price decrease he has experienced in his product/service as a direct result of the price decrease. The procedures applicable for a price increase will be used for a price decrease.

Based on the aforementioned, price increases and decreases are subject to approval by the City Department and the Purchasing Manager. In the event of a price increase or decrease approval, the new prices shall apply only to orders placed after the date of written acceptance by the City.

Proposers must complete the Fuel Adjustment portion of this proposal in the designated section located in "Price Proposal" to be applicable.

5.7 COMPETENCY OF PROPOSERS:

Proposals will be considered only from firms which are regularly engaged in the business of providing the bus transportation services as described in this proposal and who can provide evidence that they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of each City.

5.8 METHOD OF ORDERING:

Bus services for the City will be ordered via individual purchase orders and/or blanket order releases on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release.

5.9 INSPECTION AND PAYMENT:

Partial billing will not be accepted. Payment will be made for 100% of the contract price for each trip completed only under the satisfaction of the City. The City will accept invoices after each trip. Invoice(s) have the date of trips, quantity of buses utilized and rate. Unless otherwise approved by the City, payment shall be met 30 days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's service and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on payment for services completed and usable by the City. The Contractor's performance will be closely scrutinized by City staff. If the Contractor's performance fails to meet the standards specified within this proposal, his/her contract will be subject to cancellation.

5.10 PROPOSER RESPONSIBILITY:

The Contractor is fully responsible for their buses while parked on the City property and the school property. Any possible damage or pilferage to buses while parked on City or school property shall be the full responsibility of the Contractor. This includes any vandalism or damage resulting from acts of God such as flooding, rainstorms, wind damage, etc. Contractor must arrange to remove any debris off City or school property resulting from damage to their buses.

5.11 SUBCONTRACTING:

**Subcontracting Coach Buses from other firm's not owned or acquired by the awarded proposer is NOT permissible under this contract.** However, the awarded proposer may subcontract wheelchair lift capacity coach buses and/or mini-buses. The City of Parkland reserves the right to reject a proposal of any proposer if the RFP names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not a position to perform properly under this award.

5.12 PROPOSAL REQUIREMENTS:

5.12.1 PROPOSAL FORMAT:

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. In preparing proposals, proposers should assume that the City has no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

5.12.2 LETTER OF INTEREST (10 points):

- The letter should include general information about the Firm, such as: description of all services offered, the total years in business, number of employees, office location(s) etc. Include name, phone and email for authorized contact concerning proposal.
- Shall be signed by a duly authorized officer of the applicant.
- The proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their Letter of Interest.

5.12.3 PROPOSER QUESTIONNAIRE/ SERVICES AND EQUIPMENT:

(a) Proposer shall complete and submit the qualifications of the firm and questionnaire attached (see Attachment "A"). **(25 points).**

(b) Proposer is to answer questions and identify the proposer's type of service and quality of drivers, bus equipment and other applicable services being offered in the section (see Attachment "A"). **(25 points).**

5.12.4 COST OF SERVICES (40 points): (to submit in a separate sealed envelope)

This section of the proposal shall identify the proposer's quote to the City for coach bus service in accordance with the "Specification" in Section 5 and all remaining terms and conditions in this proposal. Proposer's price must submit on the attached provided "Price Proposal Form" (see Attachment "B").

The proposals response with the lowest proposed grand total amount being offered will receive forty (40) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by forty (40) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is:

\$ 112,000, they will receive 40 points, if the second is:

\$ 119,000 the calculation is as follows:

$\$ 112,000 / \$ 119,000 \times 40 = 37.6$  points)

5.12.5 OTHER

(a) Insurance Certificates:

- Proposer shall provide proof that the coach buses proposed on behalf of this RFP are insured through their firm's insurance company. **Proposer shall provide a "Schedule of Vehicle form" from their insurance company showing coach buses owned and/or leased.**
- Proposer shall also provide proof that **their firm is insured under the levels of insurance identified in Section 4 of this Proposal.**

(b) Provide a summary of any litigation filed against the proposer in the past three (3) years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the

litigation, a brief description of the case, the outcome or projected outcome and the monetary amount involved.

- (c) **Certifications:** If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.
- (d) Submit copy of valid **business/occupational license from** Entity where business is located.
- (e) Submission and completion of City provided forms:
  - Non-Collusive Affidavit
  - Drug Free Workplace
  - Public Entity Crime Statement
  - Proposer Information
  - Qualifications Statement
  - W9 Form
  - Background Check

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**ATTACHMENT "A"**  
**PROPOSER QUESTIONNAIRE / SERVICES AND EQUIPMENT**

1. Proposer to provide three (3) references of motor coach transportation contracts awarded to their firm within the past two (2) years with contact person, title, address, phone Numbers, contract period and maximum number of buses rented in one day.

a. Name of firm, City, County or Agency: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_ Title \_\_\_\_\_

Contract Period: \_\_\_\_\_ Bid No. \_\_\_\_\_

Maximum number of buses rented in one day: \_\_\_\_\_

b. Name of firm, City, County or Agency: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_ Title \_\_\_\_\_

Contract Period: \_\_\_\_\_ Bid No. \_\_\_\_\_

Maximum number of buses rented in one day: \_\_\_\_\_

c. Name of firm, City, County or Agency: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_ Title \_\_\_\_\_

Contract Period: \_\_\_\_\_ Bid No. \_\_\_\_\_

Maximum number of buses rented in one day: \_\_\_\_\_

- 2. Experience record showing the organization's training and experience in this type of service.

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- 3. Number of year's organization has been in business for this type of service? \_\_\_\_\_

- 4. Proposer is to detail the name(s) and phone number(s) of the person to be contacted for Scheduling and trouble shooting.

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- 5. Proposer to list their firm's office hours with statement verifying office personnel is on staff during these hours for coordination of service.

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- 6. Proposer to indicate their availability. Indicate your firm's current anticipated contract awards (new or existing) for motor coach service.

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- 7. Additional Experience and Qualification Comments:

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COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**SERVICES AND EQUIPMENT** – Proposer is to answer questions and identify the proposer’s type of service and quality of drivers, bus equipment and other applicable services being offered in the section provided.

1. How many coach buses are currently in your fleet? \_\_\_\_\_
  - a. How many of this number does your firm own? \_\_\_\_\_
  - b. How many of this number does your firm lease? \_\_\_\_\_
  
2. As specified in the minimum requirements of this RFP, Proposer must own or lease for operation a minimum of seven (7) coach buses that have a minimum fifty-seven (57) passenger capacity and minimum of four (4) coach buses that have a minimum 55 fifty-five (55) passenger capacity. These eleven (11) coach buses must be reserved exclusively for the City of Parkland.

Based on the aforementioned, please complete information below for the eleven (11) coach buses that will be reserved for the City of Parkland.

					Proposer to Answer “Y” for yes and “N” for No				
Vehicle ID #	Make	Model	Year	Passenger Capacity	Lease or Own	A/C	Two-way Radio	All-Pass Seatbelt (optional)	First Aid Kit



- 3. Proposer to submit in detail the condition and quality of their buses, detailing any additional features and/or benefits over and above the minimum requirements of the coach buses called for in the scope of work (i.e. safety devices on buses, tinted windows, reclining, etc.).

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- 4. What is the minimum amount of notice the City may provide you to advise you that one or two “Minimum 43 passenger capacity buses with a wheel chair lift” will be needed?

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- 5. Proposer to submit in detail their firm’s safety training program.

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- 6. What are your firm’s inspection requirements and what State and/or Federal regulations do you follow for inspections?

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- 7. How often does your firm inspect each bus?

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- 8. What are your preventative maintenance procedures?

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- 9. Does your firm have certified mechanics or do you use an outside firm for repairs?

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10. What are your firm's procedures regarding motor coach maintenance and record keeping?

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11. What type of radio communications is provided?

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12. Does your company provide random or scheduled road testing of bus drivers?

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13. How many licensed drivers are accessible to your Company? \_\_\_\_ Identify the names of these drivers below and identify the number of points against each of their driver's license.

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14. Does your firm perform a criminal background check on drivers?

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15. What procedures does your firm follow for drug testing employees?

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**ATTACHMENT "B"**  
**PRICE PROPOSAL FORM**  
**(To submit in a separate sealed envelope)**

**Price Proposal** – This section of the proposal shall identify the proposer’s quote to the City for motor coach service in accordance with the “Statement of Work” in Section 5, and all remaining terms and conditions of this proposal. **Proposer’s price must be submitted on the attached provided form(s).**

Proposer accepts and hereby incorporates by reference in this proposal all of the terms, specifications and conditions of this request for proposal. To be considered for this proposal, proposer shall be required to submit pricing on items 1, 2 and Option A, B & C referenced below.

Item	Description (See section 5.5)	Estimated Annual Hours	Price Per Hour Per Bus	Total Price
1.	Summer Recreation Program			
	a. Minimum 57 Passenger Coach Bus (Buses will be used a minimum of four hours a day)	1600	\$ _____	\$ _____
	b. Minimum 55 Passenger Coach Bus (Buses will be used a minimum of four hours a day)		\$ _____	\$ _____
2.	Senior Recreation & Library Programs			
	a. Minimum 57 Passenger Coach Bus (Buses will be used a minimum of four hours a day)	160	\$ _____	\$ _____
	b. Minimum 55 Passenger Coach Bus (Buses will be used a minimum of four hours a day)		\$ _____	\$ _____
<b>GRAND TOTAL:</b>				\$ _____
Additional Pricing Options:				
A.	Minimum 43 Passenger Coach Bus with Wheel Chair Lift \$ _____ Per Hour (Buses will be used a minimum of four hours a day)			
B.	1) Minimum 57 Passenger Coach Bus for <u>Summer Recreation Program/ Senior &amp; Library Programs</u> : \$ _____ Per Day (Daily Rate shall encompass use of bus for a minimum of 4 hours a day) 2) Minimum 55 Passenger Coach Bus for <u>Summer Recreation Program</u> : \$ _____ Per Day (Daily Rate shall encompass use of bus for a minimum of 4 hours a day)			

C.	Minimum 21 Passenger Mini Bus \$_____ Per Hour <i>(Buses will be used a minimum of four hours a day)</i>
----	---

Fuel Adjustment: (See section 5.6)

Proposer: the following information is required as a basis for any fuel adjustment claim(s) which the Contractor may make during the contract period. If incomplete information is furnished in this section requests for fuel costs adjustments may not be considered.

a) Type of fuel used: \_\_\_\_\_

b) Price per gallon on \_\_\_\_\_ at proposer's normal point of supply: \$ \_\_\_\_\_/Gal.  
Date

c) Name, Address and Phone Number of fuel supplier:

\_\_\_\_\_  
\_\_\_\_\_

d) Percentage of Hourly Rate attributable to fuel cost: \_\_\_\_\_ %

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**Schedule A**  
**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2011, by \_\_\_\_\_,  
who is personally known to me or who has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or  
Type as Commissioned.)

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

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

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

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

\_\_\_\_\_



**PUBLIC ENTITY CRIME STATEMENT**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

Company Name: \_\_\_\_\_

Social Security/Federal Tax I.D. No.: \_\_\_\_\_

Proposer's Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Email: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, Whichever Applies

**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

**Part II:**

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

**BUSINESS ADDRESS of PROPOSER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Federal ID. No. \_\_\_\_\_

**SIGNATURE OF BIDDER**

If an Individual: \_\_\_\_\_, doing business  
Signature  
as \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
by: \_\_\_\_\_,  
General Partner Signature

If a Corporation: \_\_\_\_\_  
Corporate Name  
(a \_\_\_\_\_ Corporation)  
by: \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)  
Corporate Secretary

**NOTARY PUBLIC:**

**STATE OF:** \_\_\_\_\_ **CITY OF:** \_\_\_\_\_

*The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by \_\_\_\_\_ who is (who are) personally known to me or who has produced*

*\_\_\_\_\_ as identification and who did (did not) take an oath.*

**NOTARY PUBLIC SIGNATURE:** \_\_\_\_\_

**NOTARY**                      **NAME,**                      **PRINTED,**                      **TYPED**                      **OR**  
**STAMPED:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_ **My Commission Expires:** \_\_\_\_\_

### QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: \_\_\_\_\_

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

Street

City

State

Zip

Telephone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

How many years has your organization been in business under its present name? \_\_\_\_\_ years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: \_\_\_\_\_

Under what former names has your business operated? \_\_\_\_\_

At what address was that business located? \_\_\_\_\_

Are you Certified? Yes  No  If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes  No  If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes  No  If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes  No  If Yes, explain: \_\_\_\_\_

Are you a sales representative  distributor  broker  or manufacturer  of the

commodities/services bid upon?

Have you ever received a contract or a purchase order from the City of Parkland or other governmental

entity? Yes  No

If yes, explain (date, service/project, bid title, etc): \_\_\_\_\_

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?

Yes  No  If yes, explain: \_\_\_\_\_

\_\_\_\_\_

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes  No  If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADD W-9 FORM**

**BACKGROUND CHECK AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

- 1. I am over the age of 18 and am a resident of the State of Florida.
- 2. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ and I certify that I have the authority to make the representations set forth within this Affidavit.
- 3. \_\_\_\_\_ intends to enter into an agreement with the City of Parkland to provide the services detailed in RFP #\_\_\_\_\_.
- 4. The fulfillment of the Background Check requirement has been conducted through State, National and Sexual Offender/Predator criminal history record databases.
- 5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to city property prior to beginning the work and, depending on the contract’s term, on an annual basis thereafter.
- 5. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or subconsultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof. A list of such employees is set forth on Exhibit “A”, attached hereto and made a part hereof.
- 6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)



The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_

(Signature of person taking acknowledgment)

\_\_\_\_\_

(Name of officer taking acknowledgment)

**typed, printed or stamped**

\_\_\_\_\_

(Title or rank)

\_\_\_\_\_

My commission expires:

(Serial number, if any)



**History of Bus Usage Appendix “A”**

The table in “Appendix A” represents the City of Parkland’s usage for the bus transportation services that occurred from January 2017 to December 2017. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. The City reserves the right to increase or decrease estimated usage indicated and/or secure services during other weeks and months not indicated herein at the sole discretion of the City.

<b>Week</b>	<b># of Buses</b>	<b>Bus Passenger Size</b>	<b>Destination</b>	<b>Time</b>
<b>SUMMER CAMP TRIPS- KIDS @ HERON HEIGHTS ELEMENTARY/PARK TRAIL ELEMENTARY</b>				
Week 1	5	55	Coconut Cove Water Park- Boca Raton	9:30am-3:00pm
Week 1	5	55	Off the Wall Trampoline, Coconut Creek	10:00am-1:00pm
Week 2	5	55	GameRoom at Sawgrass- Sunrise	8:30am-2:30pm
Week 2	5	55	Galaxy Skateway- North Lauderdale	10:00am-2:30pm
Week 3	5	55	Paradise Cove Waterpark- Pembroke Pines	9:00am-3:00pm
Week 3	5	55	Wow Factory- Coconut Creek	9:30am-1:00pm
Week 4	5	55	TY Castaway Island Waterpark- Hollywood	9:00am-3:30pm
Week 4	5	55	Lion Country Safari- Loxahatchee	9:30am-3:00pm
Week 4	5	55	Paradise Cove Waterpark- Pembroke Pines	9:00am-3:00pm
Week 5	5	55	Marlins Park- Miami	8:30am-4:30pm
Week 5	5	55	Museum of Discovery and Science, Ft. Lauderdale	9:30am-3:00pm
Week 6	5	55	Miami Zoo – Miami	9:00pm-3:00pm
Week 6	5	55	Miami Sea Aquarium, Miami Beach	8:30am-3:30pm
Week 7	5	55	Boomers- Boca Raton	9:00am-2:00pm
Week 7	5	55	Paradise Cove Waterpark- Pembroke Pines	9:00am- 3:00pm
Week 7	5	55	Wet n' Wild Waterpark, Orlando	6:00am-11:00pm
Week 8	5	55	Coconut Cove Waterpark- Boca Raton	9:00am-3:00pm
Week 8	5	55	X-Treme Action Park- Fort Lauderdale	9:00am-3:30pm

<b>SUMMER CAMP TRIPS - TEENS @ WESTGLADES MIDDLE SCHOOL</b>				
Week 1	3	55	Dave & Busters- Hollywood	9:30am-3:00pm
Week 1	3	55	Paradise Cove Waterpark- Pembroke Pines	9:00am-3:00pm
Week 1	3	55	Tigers Tail- Dania Beach	9:30am-2:30pm
Week 1	3	55	Panthers Ice Den & Melting Pot- Coral Springs	9:30am-3:30pm
Week 1	3	55	Cinepolis & Coral Ridge Mall- Deerfield & Coral Springs	9:30am-3:00pm
Week 2	3	55	Pinball Arcade- Delray Beach	9:30am-3:30pm
Week 2	3	55	Planet Air- Deerfield Beach	9:30am-2:30pm
Week 2	3	55	Paddled Away- Boyton Beach	9:30am-2:30pm
Week 2	3	55	Venetian Pool, Coral Gables	9:30am-3:00pm
Week 2	3	55	Rapids Waterpark- Riviera Beach	9:00am-3:00pm
Week 3	3	55	X-Treme Action Park- Fort Lauderdale	9:30am-3:00pm
Week 3	3	55	Revolutions- WPB	10:00am-2:00pm
Week 3	3	55	Calypso Bay Waterpark- Palm Beach	9:30am-2:00pm
Week 3	3	55	Cinepolis Deerfield	9:30am-3:00pm
Week 3	3	55	Gameroom- Sunrise	9:30am-3:00pm
Week 4	3	55	Tigers Tail- Dania Beach	9:30am-2:00pm
Week 4	3	55	Bayside Market- Miami	9:30am-3:00pm
Week 4	3	55	LaserQuest- Sunrise	9:00am-4:00pm
Week 4	3	55	Museum of Discovery and Science- Fort	9:30am-3:00pm
Week 5	3	55	Sawgrass Mills Mall- Sunrise	9:30am-2:00pm
Week 5	3	55	Boomers- Boca Raton	10:00am-2:00pm
Week 5	3	55	Jungle Island- Maimi	9:30am-3:00pm
Week 5	3	55	Marlins Park- Miami	9:30am-3:30pm
Week 5	3	55	Ninja Lounge- Miami	9:30am-3:00pm

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Week 6	3	55	Dave & Busters- Hollywood	9:30am-3:00pm
Week 6	3	55	Monster Mini Golf- Coral Springs	9:30am-2:30pm
Week 6	3	55	West Palm Beach Zoo- WPB	9:30am-2:00pm
Week 6	3	55	Paradise Cove Waterpark- Pembroke Pines	9:30am-3:00pm
Week 6	3	55	Cinopolis- Deerfield	9:30am-3:00pm
Week 7	3	55	Frost Science Museum- Miami	9:30am-2:00pm
Week 7	3	55	Arcade Odyssey- Miami	9:30am-2:30pm
Week 7	3	55	Bayside Market- Miami	9:30am-3:00pm
Week 7	3	55	BB&T Center- Sunrise	9:30am-3:00pm
Week 7	3	55	Calypso Bay Waterpark- Palm Beach	9:30am-3:00pm
Week 8	3	55	Rockin' Jump- Fort Lauderdale	9:30am-2:30pm
Week 8	3	55	Ninja Lounge- Miami	9:30am-3:30pm
Week 8	3	55	Sky Zone- Pompano Beach	9:30am-3:30pm
Week 8	3	55	X-Treme Rock Climbing- Miami	9:30am-3:00pm
Week 8	3	55	Planet Revo- Doral	9:30am-3:00pm
<b>SENIOR TRIPS- PARKLAND LIBRARY</b>				
October	1	55	Fairchild Garden- Coral Gables	9:30am-3:00pm
November	1	55	Bonnet House- Fort Lauderdale	9:00pm-3:00pm
December	1	55	Hard Rock Stadium- Miami	9:00am-5:00pm
January	1	55	Vizcaya Museum- Miami	9:30pm-3:30pm
February	1	55	BB&T Center- Sunrise	4:00pm-9:00pm
March	1	55	Sugarland Tours- Clewiston	8:30am-4:00pm
April	1	55	Millionaire Row Cruise- Miami	9:00pm-3:00pm
May	1	55	Broward Theater of Performing Arts, Ft Lauderdale	12:00pm-9:00pm

Coach Bus Transportation Services - RFP 2018-12

June	1	55	Stagedoor Theater- Margate	10:00am-3:30pm
July	1	55	Marlins Stadium- Miami	10:00am-4:00pm
August	1	55	Flagler Museum- WPB	9:30am-3:00pm
September	1	55	Frost Science Museum- Miami	9:30am-5:30pm

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

**NOTICE**  
**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

- \_\_\_\_ 1. Carefully read the SPECIFICATIONS and then properly fill out the BID FORM.
- \_\_\_\_ 2. Fill out and sign the **PROPOSERS INFORMATION**.
- \_\_\_\_ 3. Fill out and sign the **NON\_COLLUSIVE AFFIDAVIT** and have it properly notarized.
- \_\_\_\_ 4. Include a completed **W9 FORM**.
- \_\_\_\_ 5. Fill out and sign the **BACKGROUND CHECK AFFIDAVIT**
- \_\_\_\_ 6. Fill out the **BIDDERS QUALIFICATION STATEMENT**.
- \_\_\_\_ 7. Fill out the **REFERENCES PAGE**.
- \_\_\_\_ 8. Sign the **VENDOR DRUG FREE WORKPLACE FORM**.
- \_\_\_\_ 9. Sign the **PUBLIC ENTITY CRIME STATEMENT**.
- \_\_\_\_ 10. Clearly mark the **BID NUMBER AND BID NAME** on the outside of the envelope.
- \_\_\_\_ 11. Submit **ONE (1) Original AND THREE (3) Photocopies** of your Bid, **ONE (1) electronic copy** and one (1) sealed bid price (**to submit in a separate sealed envelope**) with your submission.
- \_\_\_\_ 12. Submit Bid Bond (if required)
- \_\_\_\_ 13. Make sure your **BID** is submitted prior to the deadline. Late Bids will not be considered.
- \_\_\_\_ 14. Include proof of insurance.
- \_\_\_\_ 15. Include copies of all Licenses and Certifications

**FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID BEING DEEMED  
NON-RESPONSIVE.**

**SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL BY THE CITY  
ATTORNEY**

**CONTRACT**

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY), a municipal corporation and \_\_\_\_\_ (CONTRACTOR), as follows

**WITNESSETH:**

**WHEREAS**, pursuant to RFP # \_\_\_\_\_ (the RFP) the CITY accepted competitive proposals for \_\_\_\_\_ (the Services); and

**WHEREAS**, the Services are delineated in the RFP; and

**WHEREAS**, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describes the Services; and

**WHEREAS**, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

**WHEREAS**, the CITY has awarded the Contract to CONTRACTOR for the Services on \_\_\_\_\_, 20\_\_\_\_, Resolution No 20\_\_\_\_/\_\_\_\_;

**WHEREAS**, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

**NOW THEREFORE**, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations



and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

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

## ARTICLE 2

### TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire \_\_\_\_\_ ( ) years from that date. The CITY reserves the right to extend the Contract for \_\_\_\_\_ ( ) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

## ARTICLE 3

### COMPENSATION

3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR'S Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this

Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.

3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.

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

#### ARTICLE 4

#### INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

## ARTICLE 5

### INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

## ARTICLE 6

### TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

## ARTICLE 7

### EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

## ARTICLE 8

### MISCELLANEOUS

#### 8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports,

photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

## 8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency. .
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

**If the CONTRACTOR has any questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this CONTRACT, contact the custodian of public records at (954) 753-5040, email address [cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org) or mailing address 6600 University Drive, Parkland, FL 33067.**

8.3 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 PUBLIC ENTITY CRIME ACT

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

by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

#### 8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

#### 8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

#### 8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:  
City Manager

Parkland City Hall  
6600 University Drive  
Parkland, Florida 33067

FOR CONTRACTOR:

8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

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

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

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.



In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking

any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

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

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits \_\_\_\_\_ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

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

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

Witnesses:

**CITY OF PARKLAND**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
CHRISTINE HUNSCHOFSKY, MAYOR

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

**CONTRACTOR**

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**ATTACHMENT "A"**  
**ADDITIONAL TERMS AND CONDITIONS**

**EXHIBIT "A"**  
**RFP 2018-12**  
**COACH BUS TRANSPORTATION SERVICES**

**EXHIBIT “B”**  
**Contractor’s Response**

**EXHIBIT “C”  
BACKGROUND CHECK AFFIDAVIT**