



Invitation to Bid

Goods & Services



MOTOR COACH TRANSPORTATION SERVICES

Invitation to Bid No. 21-03-02

Advertisement Date:	Tuesday, April 6, 2021
Mandatory Pre-Bid Conference:	None
All Questions Due:	Tuesday, April 20, 2021 by 5:00 PM
Submission due date:	Tuesday, April 27, 2021 at 2:30 PM
Submit to:	Sunny Isles Beach Government Center City Clerk 18070 Collins Avenue, 4th Floor Sunny Isles Beach, Florida 33160



TABLE OF CONTENTS

Table of Contents		Page 2
Legal Advertisement / Notice to Bidders		Page 3
Instructions to Bidder / General Terms and Conditions	Section 1	Page 4
Special Terms and Conditions	Section 2	Page 10
Scope of Work and Technical Specifications	Section 3	Page 17
Bid Submittal Instructions and Forms	Section 4	Page 21
Bid Cover	Section 5	Page 24
Acknowledgement of Addenda	Section 6	Page 25
Bid Submittal Form	Section 7	Page 26

ATTACHMENT

Attachment A – City’s Sample Use of Motor Coach Services from a Previous Year

AFFIDAVITS

Non-Collusive Affidavit
Public Entity Crimes
Equal Opportunity / Affirmative Action Statement
Conflict of Interest Statement
Dispute Disclosure Form
Anti-Kickback Affidavit
Contractor Anti-Boycott Certification
E-Verify Affidavit



LEGAL ADVERTISEMENT

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed submittals for the following work as specified:

MOTOR COACH TRANSPORTATION SERVICES Invitation to Bid No. 21-03-02

The Specifications for this Invitation to Bid 21-03-02 (ITB) is available from DemandStar by calling (800) 711-1712 or by accessing their website at www.demandstar.com. The Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the ITB from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The City may not accept incomplete submissions.

Sealed submittals must be received by the City Clerk no later than **2:30 PM**, on **Tuesday, 4/27/2021** at the Sunny Isles Beach Government Center, located at 18070 Collins Avenue, 4th floor, Sunny Isles Beach, Florida, 33160. Submittals received after this time will not be considered. The City is under no obligation to return Submittals. Responses will be publicly opened and firm names and bid totals are read aloud at that time.

The envelope containing the sealed ITB must be clearly marked:

"IMPORTANT, BID ENCLOSED"
Invitation to Bid No. 21-03-02
MOTOR COACH TRANSPORTATION SERVICES
OPENING DATE AND TIME: Tuesday, 4/27/2021 at 2:30 PM

The City reserves the right to reject any or all submittals, with or without cause, to waive technical errors and informalities, and to accept the submittal, which best serves the interest of, and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach.

All questions regarding Invitation to Bid No. 21-03-02 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, prior to the deadline mentioned above. Questions may be submitted via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, MMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Mauricio Betancur, CMC, City Clerk
City of Sunny Isles Beach



SECTION 1 INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Bid Specifications or any required need for clarification must be made to Mauricio Betancur, CMC, City Clerk via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, City Clerk, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposers from submitting their Bid on the required date and time as publicly noted.

1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each Invitation to Bid, Request for Proposal, and Request for Qualifications. The information is available on-line at www.demandstar.com or by calling the Office of the City Clerk at (305) 792-1703.

1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes - "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, 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 287.107, for

category two for a period of 36 months from the date of being placed on the convicted vendor list".

1.6 BID DEADLINE:

Bids must be submitted no later than the time and date shown within this document.

1.7 SEALED BID:

The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all other items required within this Invitation to Bid must be executed) and submitted in a sealed envelope.

1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Bids shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the proposers prior to the opening must be initialed and dated by the proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail - Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.10 BID OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the Invitation to Bid. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

1.11 EVALUATION OF BIDS:

The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.11.1 Hold Harmless: All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for



default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

1.12 AGREEMENT:

After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.

The Proposers who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposers fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

1.13 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.14 BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

1.15 MATERIAL:

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

1.16 SAMPLES:

Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar days of Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

1.17 QUANTITY GUARANTY:

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

1.19 SAFETY STANDARDS:

The Proposers warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

1.20 WARRANTIES:

Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

1.21 COPYRIGHTS/PATENT RIGHTS:

Proposers warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this Invitation to Bid shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:

Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid.

1.24 CERTIFICATE(S) OF INSURANCE:

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has



been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

1.25 ASSIGNMENT:

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

1.26 HOLD HARMLESS/INDEMNIFICATION:

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, it's officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

1.27 NON-CONFORMANCE TO CONTRACT:

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.28 DEFAULT PROVISION:

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

1.29 SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.30 DEFINITIONS:

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Approved: Means approved by the City.

Bid: The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

Proposers: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

City: City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

Contract Documents: Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

Contract Price: The total monies payable to the Contractor under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.



Contractor:	The person, firm or corporation with whom the City has executed this Agreement.	the City under this Contract shall be delivered to the City.
Day:	A calendar day of twenty-four hours measured from midnight to the next midnight.	1.31 <u>BID AWARD:</u>
Field Order:	A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.	The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The Bid shall be awarded to the lowest responsible and responsive proposer whose Bid best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).
Modification:	Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.	1.32 <u>EXECUTION OF AGREEMENT:</u>
Notice of Award:	The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.	At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.
Samples:	Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.	1.33 <u>LAWS AND REGULATIONS:</u>
Specifications:	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.	The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.
Statement of Services:	The form furnished by the City which is to be used by the Contractor in requesting progress payments.	1.34 <u>TAXES:</u>
Supplier:	Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.	The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.
Work:	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.	1.35 <u>DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:</u>
Written Notice:	The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon	In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and



(b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

1.36 DECISIONS ON DISAGREEMENTS:

The City will be the initial interpreter of the Technical Specifications.

1.37 CITY MAY TERMINATE:

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause (termination for convenience) and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

1.39 WAIVER OF JURY TRIAL:

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

1.40 GOVERNING LAW:

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

1.41 VENUE:

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

1.42 ARBITRATION:

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

1.43 PROJECT RECORDS:

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an



audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

1.44

SEVERABILITY:

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which

1.45

it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

INDEPENDENT CONTRACTOR:

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

END OF SECTION



SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 **PURPOSE OF BID:**

The City of Sunny Isles Beach (the "City") is seeking bids from qualified bidders to provide Motor Coach Transportation Services on an as-needed basis for various City activities. Services shall be provided in accordance with the terms, conditions, and specifications contained in this ITB.

2.2 **PRE-BID CONFERENCE:**

A Pre-Bid Conference will not be held for this ITB.

2.3 **TERM**

This initial contract shall commence upon approval by the City Commission, contingent upon the completion and submittal of all required bid documents and fully executed contract. The initial contract shall remain in effect for two (2) years with an option to renew for three (3) additional one-year (1) renewal terms. This contract shall remain in effect until the completion of services, provided that the services rendered by Firm during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to Firm. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

2.4 **OPTIONS TO RENEW**

The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional three (3) one-year (1) periods on a year-to-year basis. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI), All Urban Consumers, All Items, Miami-Ft. Lauderdale area, in an amount not to exceed 3%.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted in writing at least 90 days prior to the expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.



2.5 METHOD OF AWARD

Following the review of bids, the lowest responsible, responsive bidder(s) meeting all terms, conditions, and specifications of the ITB shall be recommended for award either by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City. The City Manager may also reject all bids received. Award shall be made in accordance with Section 1.31 of this ITB, and each submittal shall include the following:

- a. Contact information to expedite communications between the City and Vendor (telephone, email address, and fax). Must be available 24 hours a day, 7 days a week.
- b. Listing of the vehicle communication system in place (e.g., mobile phones or two-way radio equipment), that allows regular communication with all vehicles providing transportation services.
- c. Listing of the Vendor's fleet (include Vehicle #, Make, Model, Year, Capacity, Own/Lease).
- d. Provide an hourly rate for motor coach transportation services. For estimating purposes, see Attachment A for the City's sample use of motor coach services from a previous year (number of trips, motor coaches, hours, passenger count, and destination descriptions). The City is exempt from all taxes (Federal, State, and Local). Bid price should not include taxes. Tax Exemption Certificate may be furnished upon request.

2.6 MULTIPLE AWARDS

The City may award multiple Bidders (primary, secondary and tertiary) as available, by line item, by group, or in its entirety. The City will endeavor to utilize Bidders in order of award. The lowest responsive and responsible bidder for each group shall be considered the primary awardee and should receive the largest volume of work, upon meeting the required qualifications and acceptance to the City's terms. However, the City may utilize other Bidders in the event that: 1) a contract Bidder is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason. In the event that one of the successful bidders (primary, secondary or tertiary) are deemed to be performing unsatisfactorily as determined by the City, the City may opt to award their designated bid group to the Bidder performing to City's approval.

2.7 PRICE

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract, except as detailed in Section 2.4 OPTIONS TO RENEW.

2.8 BIDDER'S MINIMUM QUALIFICATIONS

Bids will be considered from firms that have **successfully, with supporting references**, completed a minimum of three (3) projects of similar scope over the past three (3) years, in the state of Florida. State if you have any governmental entity experience. Supporting references must



include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Bidder to ascertain that the contact person will be responsive. Bidder must include this experience in its submittal. Also, the firm must have a sufficient number of staff to complete the work in the time required and in accordance with the specifications in the Scope of Work.

2.9 BID BOND & PERFORMANCE BOND

Intentionally Omitted

2.8 DELIVERY

Intentionally Omitted

2.9 INSURANCE

2.9.1 Comprehensive General Liability Insurance

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- Premises and Operation;
- Independent Contractors;
- Products and/or Completed Operations Hazard;
- Broad Form Property Damage;
 - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 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.
- Four Million Dollars (\$4,000,000.00) Umbrella/Excess Liability over and above and following the above mentioned General Liability & Commercial Automobile Liabilities.

2.9.2 Business Automobile Liability

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) 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;
- Hired and Non-Owned Vehicles;



- Employers' Non-City ship.

Before starting the Services, the Bidder will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

2.9.3 Worker's Compensation Insurance

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremens and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000.00) per accident. Bidder agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2.9.4 Cancellation and Re-Insurance

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Bidder and must be approved by the City. At the option of the City, either the Bidder shall eliminate or reduce such deductible or the Bidder shall procure a Bond, in a form satisfactory to the City, covering the same.

NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE CITY OF SUNNY ISLES BEACH MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE.

2.10 RESPONSIBILITY OF VENDOR & BACKGROUND CHECKS

The Vendor shall be responsible for hiring the necessary personnel to conduct the daily operation of the services and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities act ("ADA"), unemployment compensation, and workers' compensation.

The successful proposer and all personnel employed by them shall be required, at their sole cost and expense, to pass a criminal background check prior to award of the contract, and every renewal term. The criminal background check shall consist of a Florida Department of Law Enforcement ("FDLE") Florida crime information center/national crime information center ("FCIC/NCIC") criminal records check. Any employee not meeting this requirement will not be permitted to work under this Agreement.



2.11 MONTHLY INVOICES PAYMENTS

Vendor shall submit no later than the 10th day of the following month vendor's completed Invoice for services rendered. Should the 10th fall on a weekend or holiday, Contractor shall submit his invoice on the next workday.

Payment will be made by the City after services have been received and accepted in accordance with Section 1.13 of the General Terms and Conditions. These invoices shall be submitted to the City of Sunny Isles Beach, ATTN: Accounts Payable, 18070 Collins Avenue, Sunny Isles Beach, FL 33160 or AccountsPayable@sibfl.net. All documentation shall reference the appropriate Contract number, detailed trip information, and the dates or period that the Services were provided.

2.12 RIGHT TO TERMINATE

The City may, by written notice to the contractor, terminate the contract if the contractor has been found to have failed to perform their services in a manner satisfactory to the City as per specifications. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

2.13 E-VERIFY

Prior to the employment of any person under this contract, the Successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>. Only those individuals determined eligible to work in the United States shall be employed under this contract. By submission of a bid in response to this ITB, the successful Proposer commits that all employees will undergo e-verification before placement on this contract.

2.14 EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid, it must identify the term and the exception in its response to the Bid. Failure to do so may lead the City to declare any such term non-negotiable.

2.15 HOLIDAYS

The City recognizes the following holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day



Thanksgiving Day
Day after Thanksgiving
Christmas Day

Please note: If the holiday falls on a Saturday, the City observes it on the preceding Friday. If the holiday falls on a Sunday, the City observes it on the following Monday. If the Contractor does elect to provide services on recognized holidays, there will be no extra charge to the City.

2.16 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135.

2.17 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

2.18 PUBLIC RECORDS LAW

The City is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential



Information Acknowledgement and Agreement as part of the ITB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT MBetancur@sibfl.net.

2.19 USE OF SUBCONTRACTORS PROHIBITED

Contractor shall not contract with any entity to perform in whole or in part the work or services solicited hereunder. A violation of this provision, prohibiting subcontracting, shall be grounds for terminating the Agreement. If the Contractor utilizes the services of subcontractors for any of the work to be performed under the Agreement, the Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing in the Agreement between Contractor and the City shall create any contractual relationship between any subcontractor of the Contractor and the City.

END OF SECTION



SECTION 3

SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The Vendor shall be available seven days a week to provide motor coach transportation services on an as-needed basis determined by the City to be charged to the City on the basis of an hourly rate.

3.2 SCHEDULE OF SERVICES

The City will provide trip information to the Vendor as the City's need arises. The Vendor shall promptly coordinate the trip details with the City's authorized representative and shall provide a written order to the City. Upon review and acceptance of the order by the City, the Vendor is authorized to provide such services. All orders provided to the City shall not include any Vendor terms or conditions. All services under this Agreement shall be provided in strict accordance with and subject to the terms and conditions specified in this ITB.

3.3 MOTOR COACH REQUIREMENTS, STANDARDS AND INSPECTION

In addition to the requirements of Section 1.33 of the General Terms and Conditions, all vehicles must:

- a) Be equipped with a fully functional and operating air conditioning systems that maintains a comfortable level of coolness throughout each trip. If the air conditioning system is not able to meet this criteria, the City reserves the right to have the vehicle replaced by the Vendor within one hour at no cost to the City. The replacement vehicle shall be subject to the same requirements as all vehicles under the Agreement;
- b) Have exterior free of grime, oil, or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle;
- c) Be clean in the interior and free from torn floor coverings, damaged or broken seats, and protruding sharp edges;
- d) Have unobstructed vision on at least three (3) sides of the vehicle;
- e) Not have interior leaks of any kind;
- f) Be equipped with fully cushioned and reclining seats;
- g) Be equipped with an operating Public Access (PA) system;
- h) Be equipped with seat belts;
- i) Upon request by the City, Vendor shall have vehicles available in its fleet that allow for the



- operation of specialized equipment for the mobility impaired, including wheelchair lifts and related tie downs and necessary compliance with Americans with Disabilities Act (ADA); and
- j) Vendor will be responsible for all vehicle's costs including insurance, fuel, repairs and preventative maintenance of the vehicle.

3.4 DRIVER REQUIREMENTS

In addition to the requirements of Section 1.33 of the General Terms and Conditions, Vendor shall ensure that:

- a) All drivers will be neat and clean in their appearance, dress in appropriate attire and wear a Vendor issued photo identification badge that is visible at all times;
- b) All drivers will verbally communicate effectively in English with passengers and staff and do so in a professional and friendly manner;
- c) All drivers do not alter or modify any trips without prior written approval by the City;
- d) Drivers comply with procedures and practices in securing passengers, car seats, travel chairs, crutches, walkers and orthopedic equipment at all times;
- e) Drivers do not use cell phones (talking and texting) while operating the vehicles;
- f) Drivers meet all state and federal requirements for operating the vehicle;
- g) Drivers shall have a valid Florida driver's license and shall have no revocations of their driver license in the past five (5) years; nor any moving violations or accidents in the past three (3) years;
- h) Drivers shall be familiar with the operation of specialized equipment for the mobility impaired, including wheelchair lifts and related tie downs and necessary compliance with Americans with Disabilities Act (ADA);
- i) Driver shall provide necessary assistance to clients getting in and out of the vehicle. This includes but is not limited to, assistance with wheelchairs and stowage of mobility aids;
- j) Provider will be responsible for all fines and/or violations incurred by Contractor's personnel while in performance of this contract; and
- k) Tobacco use of any kind is not permitted while on duty.
- The City reserves the right, at any time, to approve or reject any driver under this Agreement. The decision of the City regarding qualifications, acceptance or rejection of any driver under this Agreement shall be final.



3.5 ESCALATION PROCESS

Notwithstanding the City's right to terminate Vendor's services pursuant to Section 1.37 of the General Terms and Conditions, the City may opt to address problems under the following process:

- a) The City will contact the Vendor and explain the problem. The Vendor shall explain its position, provide a course of action that is mutually acceptable, and shall remedy the problem within twenty-four (24) hours of the notice.
- b) If the problem has not been remedied or the City encounters the same problem again, the City may, at its sole discretion, either work with the Vendor to come to a solution or use the secondary Vendor. If a solution cannot be mutually agreed to, the City may cancel any unfulfilled City authorized trips without any cancellation penalties, and fulfill its requirement needs with the secondary Vendor. Should the primary Vendor remedy the problem to the City's satisfaction, the City may request future trip services.

3.6 RECORDS, REPORTS AND DOCUMENTS

In addition to the requirements of Section 1.43 of the General Terms and Conditions, the Vendor shall maintain records for all services provided to the City which shall include property, personnel, and financial records as are deemed necessary by the City to assure a proper accounting of funds. Data items which the Vendor may be required to submit to the City includes, but is not limited to:

- a) Vehicle trip origin and destination
- b) Scheduled arrival and leave time
- c) Actual arrival and leave time
- d) Scheduled hours of service
- e) Actual hours of service
- f) Ridership per vehicle trip
- g) Vehicle number
- h) Driver's name and Chauffeur Registration Number

3.7 BILLING TIME

3.7.1. All transportation services shall be paid for at an hourly rate, which hourly rate shall be determined to commence at the scheduled pick-up time, through the time of drop-off. For purposes of computing billing time, fractional parts of an hour may be rounded up to the nearest quarter hour. The Vendor may not request or charge a minimum rental time, except as otherwise provided for in Section 3.8 below.



3.7.2. If the driver arrives early to pick up the assigned riders, the Vendor shall not bill the City for the amount of time from when the driver arrived until the scheduled pick-up time.

3.7.3. If the driver arrives later than at the agreed upon time, the Vendor shall not charge, and the City will not pay, for the time for which the Vendor was tardy.

3.7.4. The time required for the vehicle to travel to the pick-up location from the Vendor's facilities, and from the drop-off location back to the Vendor's facilities, is the sole responsibility of the Vendor and is not billable to the City.

3.8 MINIMUM CHARGES FOR SCHEDULED TRIPS OF LESS THAN 2 HOURS IN DURATION

For scheduled trips wherein the duration of the trip is less than two (2) hours, the Vendor may request that the City pay a minimum two (2) hour charge. Except as otherwise provided for in Section 3.8 herein, the Vendor may not request that a minimum charge be imposed for trips that do not meet a requisite number of hours as stated by the Vendor.

3.9 CANCELLATIONS

A scheduled trip may be cancelled by the City by notifying the Vendor orally or in writing as soon as possible on or before the day on which the particular trip is scheduled. There shall be no charge for trips cancelled with at least 2 hours' notice to the Vendor. Any trip cancelled with less than 2 hours' notice to the Vendor shall result in a minimum charge to the City of 2 hours, irrespective of the number of hours the cancelled trip was planned for.

END OF SECTION



SECTION 4 BID SUBMITTAL INSTRUCTIONS AND FORMS

BID SUBMITTAL FORMAT

Bidders must submit (1) original and four (4) copies of the bid, and one electronic file, USB or CD. The original bid must contain an original signature. Be sure that the individual signing the bid is authorized to commit the bidder's organization to the bid as submitted. The City reserves the right to request additional data or material to support bids. All material submitted in response to the ITB will become the property of the City.

The bid must be in the following format at the time of submittal:

1. Company Information

In response to this ITB, all vendors must provide the following:

- Name of Agency/Company (including any "Doing Business As" names)
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Contact information, such as telephone number, company locations and email address
- Proof of insurance
- Provide a history of any Criminal or Civil Litigation for a five-year (5) period of time immediately preceding this ITB
- Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.

2. Qualifications

Proposer's relevant experience, qualifications and past performance

- An explanation of why the vendor is the best qualified to perform the contract including how the firm meets or exceeds the requirements of this ITB.
- Current Contracts in Miami-Dade, Broward or Palm Beach, Florida Counties.

3. References

Each Proposer must submit a list of three (3) references of Current and Past Customers, preferably, at least one of these being a government agency of which they have provided services similar in scope and size of those described herein. No staff at the City of Sunny Isles Beach staff shall be listed as a reference.

The City retains the right to request any additional information pertaining to the bidder's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.



4. Bid Packet

Bidders must include the following Bid Forms & Affidavits:

- Bid Form 1 Vendor Information/Documents & Hourly Rate
- Bid Form 2 Bid Cover
- Bid Form 3 Addenda Acknowledgement
- Bid Form 4 Bid Submittal Form
- Affidavit..... Non-Collusion
- Affidavit..... Public Entity Crimes
- Affidavit..... Equal Opportunity/Affirmative Action
- Affidavit..... Conflict of Interest
- Affidavit..... Dispute Disclosure
- Affidavit..... Anti-Kickback
- Affidavit..... Contractor Anti-Boycott Certification
- Affidavit..... E-Verify



BID FORM
VENDOR REQUIRED INFORMATION & DOCUMENTS

Section	Summarized Requirement	Initial to indicate completed
2.5a	Contact Information: (available 24/7)	
	Telephone	_____
	Email	_____
	Fax	_____
2.5b	Vehicle Communication System (Attach to this page, Bid Form 1)	_____
2.5c	Vendor Fleet Listing (Attach to this page, Bid Form 1)	_____
2.5d	Vendor Hourly Rate (15-30 Passenger motor coach)	
	\$ _____	_____
2.5d	Vendor Hourly Rate (47-57 Passenger motor coach)	
	\$ _____	_____



DELIVER TO:

City of Sunny Isles Beach
City Clerk
18070 Collins Avenue, 4th Floor
Sunny Isles Beach, FL 33160

INVITATION TO BID
SECTION 5
BID COVER

OPENING: 2:30 P.M.
Tuesday, April 27, 2021

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: Procurement Department

Date Issued:
April 6, 2021

This Bid Submittal Consists of
27 Pages Plus Attachments
and Affidavits.

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

ITB 21-03-02
MOTOR COACH TRANSPORTATION SERVICES

Procurement Agent:
Procurement Department

Firm Name:

Commodity Code(s):

RETURN ONE ORIGINAL AND FOUR (4) COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGE 27 OF SECTION 7 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE.



SECTION 6
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



SECTION 7 BID SUBMITTAL FORM

Bid Title: MOTOR COACH TRANSPORTATION SERVICES

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Proposers. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposer agrees to sign and submit the Agreement and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Proposer represents, as more fully set forth in the Agreement, that:

- The Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Proposer.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposers to submit a false or sham Bid; the Proposer has not solicited or induced any person, firm or corporation to refrain from Bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposers or over the City.

The Proposer understands and agrees that the Bid is for unit prices to provide on-demand transportation services. Estimates are provided for the purposes of Bid Evaluation and to establish unit prices for individual Work to be contracted by the City under individual Purchase Orders, based on the unit prices established under this Bid.

The City and the successful Proposer will establish completion times for each individual Work Item and the successful Proposer agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.



Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. _/ _ - _/ _/ _/ _/ _/ _/ _/ _/ _/

**** "By signing this document the bidder agrees to all Terms and conditions of this Invitation to Bid.***

Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



ATTACHMENT A



Summer Camp 2019

Preferences: Air Conditioned Buses, DVR machine, Operational Restroom (cleaned).

Date	# of Buses	Hours	# of Hours	Location	Address
Week 1 June 10-14					
6/11	2	10:00 - 3:30	5.5	TY PARK	3300 N Park Rd, Hollywood, FL 33021
6/12	1	11:00 - 4:00	5	INCREDIBLE ICE	3299 Sportsplex Dr, Coral Springs, FL 33065
6/12	1	10:00 - 3:30	5.5	TY PARK	3300 N Park Rd, Hollywood, FL 33021
6/13	1	10:45 - 3:30	4.75	STRIKE 10	801 Silks Run #1505, Hallandale Beach, FL 33009
6/13	2	9:00 - 3:30	6.5	YOUNG AT ART MUSEUM	751 SW 121st Ave, Davie, FL 33325
6/14	1	10:45 - 3:30	4.75	STRIKE 10	801 Silks Run #1505, Hallandale Beach, FL 33009
6/14	1	9:00 - 4:00	7	SUNRISE PADDLE	2520 N Federal Hwy, Fort Lauderdale, FL 33305
6/14	1	11:30 - 3:45	4.25	DAVE & BUSTERS	3000 Oakwood Blvd, Hollywood, FL 33020
Week 2 June 17-21					
6/18	2	10:00 - 3:30	5.5	TY PARK	3300 N Park Rd, Hollywood, FL 33021
6/18	1	9:30 - 3:30	6	XTREME ACTION PARK	5300 Powerline Rd, Fort Lauderdale, FL 33309
6/19	1	10:00 - 3:30	5.5	TY PARK	3300 N Park Rd, Hollywood, FL 33021
6/19	1	9:00 - 3:30	6.5	YOUNG AT ART	751 SW 121st Ave, Davie, FL 33325
6/20	1	10:30 - 4:00	5.5	DAVE & BUSTERS	3000 Oakwood Blvd, Hollywood, FL 33020
6/20	1	11:00 - 3:30	4.5	FUN DIMENSION	2129 NW 1st Ct, Miami, FL 33127
6/20	2	9:00 - 4:00	7	LION COUNTRY SAFARI	2003 Lion Country Safari Rd, Loxahatchee, FL 33470
6/21	1	9:00 - 4:00	7	BROWARD SKI	900 North Flamingo Rd, Pembroke Pines, FL 33028
6/21	1	9:00 - 4:00	7	GECKO PARX	3305 Corporate Ave, Weston, FL 33331
6/21	1	11:00 - 3:45	4.75	GECKO PARX	3305 Corporate Ave, Weston, FL 33331
Week 3 June 24-28					
6/25	2	10:00 - 3:30	5.5	PARADISE COVE	900 N Flamingo Rd, Pembroke Pines, FL 33028
6/25	1	10:00 - 3:30	5.5	PLANET AIR	1950 NW 92nd Ave Doral, FL 33172
6/26	1	10:00 - 3:30	5.5	PARADISE COVE	900 N Flamingo Rd, Pembroke Pines, FL 33028
6/26	1	10:00 - 3:30	5.5	PLANET AIR	1950 NW 92nd Ave Doral, FL 33172
6/27	2	11:00 - 3:30	4.5	FUN DEMENSION	2129 NW 1st Ct, Miami, FL 33127
6/27	1	9:30 - 3:30	6	X-TREME ACTION PARK	5300 Powerline Rd, Fort Lauderdale, FL 33309
6/28	1	12:00 - 4:00	4	FUN DIMENSION	2129 NW 1st Ct, Miami, FL 33127
6/28	1	9:00 - 4:00	7	FLIPPERS	7001 Taft St, Hollywood, FL 33024
6/28	1	9:00 - 4:00	7	TY PARK	3300 North Park Hollywood FL, 33021
Week 4 July 1-5					
7/2	1	9:00 - 4:00	7	VENETIAN POOL	2702 De Soto Blvd, Coral Gables, FL 33134
7/2	2	9:30 - 3:30	6	X-TREME ACTION PARK	5300 Powerline Rd, Suite 210 Ft Lauderdale, FL 33309
7/3	1	11:00 - 4:00	5	SPAREZ BOWLING	5325 University Drive, Davie FL, 33328
7/3	1	9:30 - 3:30	6	X-TREME ACTION PARK	5300 Powerline Rd, Suite 210 Ft Lauderdale, FL 33309
7/5	4	9:00 - 5:00	8	WATER RAPIDS	6566 N Military Trail West Palm Beach, FL 33407
7/5	1	10:45 - 3:30	4.75	MONSTER MINI GOLF	14435 Miramar Parkway, Miramar, FL 33027
7/3	1	9:00 - 3:45	6.75	SPAREZ BOWLING	5325 University Drive, Davie, FL, 33328
Week 5 July 8-12					
7/9	2	10:00 - 3:30	5.5	PARADISE COVE	900 N Flamingo Rd, Pembroke Pines, FL 33028
7/9	1	9:00 - 4:00	7	SUNRISE PADDLE	2520 N Federal Hwy, Fort Lauderdale, FL 33305
7/10	1	9:00 - 4:00	7	GECKO PARX	3305 Corporate Ave, Weston, FL 33331
7/10	1	10:00 - 3:30	5.5	PARADISE COVE	900 N Flamingo Rd, Pembroke Pines, FL 33028
7/11	1	10:30 - 2:00	3.5	BOX ROOM ESCAPE ROOM	2042 Hollywood Blvd, Hollywood, FL 33020
7/11	2	10:00 - 3:30	5.5	PLANET AIR (DORAL)	1950 NW 92nd Ave Doral, FL 33172
7/11	1	9:00 - 5:00	8	WATER RAPIDS	6566 N Military Trail West Palm Beach, FL 33407
7/12	1	10:00 - 3:30	5.5	PLANET AIR (DORAL)	1950 NW 92nd Ave Doral, FL 33172
7/12	1	9:00 - 4:00	7	SUNRISE PADDLE	2520 N Federal Hwy, Fort Lauderdale, FL 33305
7/12	1	10:30 - 3:30	5	LASER QUEST	2101 North University Drive, Sunrise, FL, 33322
Week 6 July 15-19					
7/16	2	10:00 - 3:30	5.5	PARADISE COVE	900 N Flamingo Rd, Pembroke Pines, FL 33028
7/16	1	10:00 - 3:30	5.5	PLANET AIR (DORAL)	1950 NW 92nd Ave Doral, FL 33172
7/17	1	11:00 - 4:00	5	FLIPPERS	7001 Taft St, Hollywood, FL 33024
7/18	5	9:00 - 5:00	8	MIAMI MARLINS	501 Marlins Way, Miami, FL 33125
7/19	1	9:00 - 4:00	7	BROWARD SKI	900 North Flamingo Rd, Pembroke Pines, FL 33028
7/19	1	10:00 - 3:30	5.5	PARADISE COVE	900 N Flamingo Rd, Pembroke Pines, FL 33028
Week 7 July 22 - 26					
7/23	2	9:00 - 4:00	7	MIAMI ZOO	12400 SW 152 st., Miami, FL 33177
7/24	1	9:00 - 4:00	7	MIAMI ZOO	12401 SW 152 st., Miami, FL 33177

Date	# of Buses	Hours	# of Hours	Location	Address
7/24	1	10:00 - 4:00	6	STRIKE 10	801 Silks Run #1505 Hallandale Beach, FL 33009
7/25	2	9:00 - 4:00	7	GECKO PARX	3305 Corporate Ave, Weston, FL 33331
7/25	1	10:00 - 3:30	5.5	PLANET AIR (DORAL)	1950 NW 92nd Ave Doral, FL 33172
7/25	1	9:00 - 3:30	6.5	YOUNG AT ART MUSEUM	751 SW 121st Ave, Davie, FL 33325
7/26	1	9:00 - 4:00	7	SUNRISE PADDLE	2520 N Federal Hwy, Fort Lauderdale, FL 33305
7/26	1	8:30 - 4:00	7.5	PARADISE COVE	900 North Flamingo Rd, Pembroke Pines, FL 33028
Week 8 July 29- August 2					
7/30	1	9:00 - 4:00	7	BROWARD SKI	900 North Flamingo Rd, Pembroke Pines, FL 33028
7/30	2	10:00 - 3:30	5.5	PARADISE COVE	900 N Flamingo Rd, Pembroke Pines, FL 33028
7/30	1	11:00 - 3:30	4.5	TOP GOLF	17321 NW 7th Ave, Miami Gardens, FL 33169
7/31	1	9:00 - 4:00	7	BROWARD SKI	900 North Flamingo Rd, Pembroke Pines, FL 33028
7/31	1	10:00 - 3:30	5.5	PARADISE COVE	900 North Flamingo Rd, Pembroke Pines, FL 33028
8/1	2	9:00 - 2:30	5.5	JUMP START INDOOR PLAYGROUND	10141 Pines Blvd, Pembroke Pines, FL 33026
8/1	1	9:00 - 4:00	7	LION COUNTRY SAFARI	2003 Lion Country Safari Rd, Loxahatchee, FL 33470
8/1	1	9:00 - 5:00	8	WATER RAPIDS	6566 N Military Trail West Palm Beach, FL 33407
8/1	1	9:00 - 5:00	8	WATER RAPIDS	6567 N Military Trail West Palm Beach, FL 33407
8/1	1	9:30 - 3:30	6	X-TREME ACTION PARK	5300 Powerline Rd, Suite 210 Ft Lauderdale, FL 33309
Week 9 August 5- 9					
8/6	1	10:00 - 3:30	5.5	PLANET AIR (DORAL)	1950 NW 92nd Ave Doral, FL 33172
8/8	3	10:00 - 3:30	5.5	TY PARK	3300 N Park Rd, Hollywood, FL 33021
8/9	3	10:30 - 4:00	5.5	DAVE & BUSTERS	3000 Oakwood Blvd, Hollywood, FL 33020
8/9	1	11:00 - 3:30	4.5	NINJA LOUNGE	14401 NE 19th Ave, North Miami, FL 33181
Week 10 August 12 - 16					
8/16	1	10:00 - 3:45	5.75	FLIPPERS MOVIE	7001 Taft St, Hollywood, FL 33024

Winter Break & Spring Break 2019

Preferences: Air Conditioned Buses, DVR machine, Operational Restroom (cleaned).

Date	# of Buses	Hours	# of Hours	Location	Address
Winter Break Camp				December 23 - 27, 2019	
12/26	1	10:00 - 3:30	5.5	Dave & Busters	3000 Oakwood Blvd, Hollywood, FL 33020
12/27	1	9:00 - 4:00	7	PINTO FARMS	14890 SW 216th Street, Miami, FL 33170
Winter Break Camp				December 30, 2019 - January 3, 2020	
1/2	1	10:00 - 4:00	6	PLANET AIR (DORAL)	1950 NW 92nd Ave Doral, FL 33172
1/3	1	10:00 - 3:30	5.5	SPAREZ BOWLING	5325 University Drive, Davie FL, 33328
Spring Break Camp				March 25 - 29, 2019	
3/27	2	11:30 - 4:30	5	Dave & Busters	3000 Oakwood Blvd, Hollywood, FL 33020
3/28	1	10:30 - 4:00	5.5	TY PARK	3300 N Park Rd, Hollywood, FL 33021



AFFIDAVITS





NON-COLLUSION AFFIDAVIT

City of Sunny Isles Beach
 18070 Collins Avenue
 Sunny Isles Beach, FL 33160
 Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA)
)
 COUNTY OF _____)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the City of Sunny Isles Beach City Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____, formed under the laws of _____

(Type of Business)

(State)

of which he is _____.

(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the City of Sunny Isles Beach, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 20_____

Personally Known _____ or Produced Identification _____;

Type of identification _____

(Affix seal here)

NOTARY PUBLIC (name printed or typed)



PUBLIC ENTITY CRIMES

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification number (FEIN) is _____.
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

- a.) predecessor or successor of a person convicted of a public entity crime; or
- b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11.5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **has been charged** with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Firm: _____

Address: _____



CONFLICT OF INTEREST

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I _____ am _____ the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, RFQ No. _____ described as: RFP Event Rides. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this _____ day of _____, 2021.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2021.

Personally Known _____ OR
 Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA



DISPUTE DISCLOSURE

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

Firm

Date

Authorized Signature

Print or Type Name and Title



ANTI-KICKBACK

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2021.

By _____

Is personally known to me

Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date