

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490, Fax: 786-394-4235

SENT VIA E-MAIL TO: booking@franmarbus.com

July 16, 2021

Fran Martinelli
Franmar Corporation
19301 SW 108 Avenue
Miami, FL 33157
Phone: 305-878-4912

RE: NOTICE OF AWARD OF CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2021-094-AY FOR BUS TRANSPORTATION SERVICES

Dear Mr. Martinelli:

On April 13, 2021 Franmar Corporation (the "Contractor") submitted to the City of Miami Beach, Florida (the "City") a bid in response to the above-referenced ITB. The ITB stipulates, pursuant to Section 0200, Sub-Section 16, Binding Contract, that the approval of the City Manager's recommendation by the Mayor and City Commission shall constitute a binding Contract between the City and the awarded bidder.

Accordingly, this letter shall serve as official notice from the City that the Mayor and Commission, at its June 23, 2021 meeting, approved the City Manager's recommendation pursuant to the ITB, to award a contract to Franmar Corporation for bus transportation services. It is important to note that no services may be performed until such time as insurance has been received pursuant to the ITB and the City has issued a Purchase Order.

If you have any questions regarding this letter of notification of award, you may contact Valerie Velez, Contract Analyst, Procurement Department, at valerievelez@miamibeachfl.gov or at 305-673-7490 ext. 26905. Otherwise, all other questions should be addressed to the Contract Manager for this contract, Vianca Peron-Sellan, Parks & Recreation Department, at vianca-peron-sellan@miamibeachfl.gov or 305-673-7730 ext. 26876.

Sincerely,

DocuSigned by:

Alex Denis

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Alex Denis
Director Procurement Department

AD/ME/VV

MIAMI BEACH

SOLICITATION TERMS AND CONDITIONS – SERVICES

(April 13, 2020)

1. GENERAL DISCLAIMERS.

a. The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Bids made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Bids, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Bids in response to this solicitation.

b. The information contained herein is provided solely for the convenience of prospective Bidders. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Bidders should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Bid conforming to these requirements will be selected for consideration, negotiation, or approval.

c. Bidders are hereby advised that this solicitation is subject to the following ordinances/resolutions (if applicable), which may be found on the City Of Miami Beach website: <https://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

- CONE OF SILENCE –SECTION 2-486
- PROTEST PROCEDURES –CODE SECTION 2-371
- DEBARMENT PROCEEDINGS –SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS – SECTION 2-487
- CAMPAIGN CONTRIBUTIONS – SECTION 2-488
- EQUAL BENEFITS FOR DOMESTIC PARTNERS – SECTION 2-373
- LIVING WAGE REQUIREMENT – SECTIONS 2-407 THROUGH 2-410
- FALSE CLAIMS ORDINANCE – SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES – SECTION 2-449

2. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any 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 a bid on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws. Bidders shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

4. DEBARMENT ORDINANCE: This solicitation is subject to, and all bidders are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

5. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This solicitation is subject to, and all bidders are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Bidders shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

6. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-37379, the bidder shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the bidder, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

7. AMERICANS WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

8. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS. The City reserves the right to postpone the deadline for submittal of bids and will

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make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective bidders through BidSync.

9. PROTESTS. Any protest concerning the specifications or award of this solicitation shall be in accordance with City Code Section 2-371. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

10. JOINT VENTURES / SINGLE PURPOSE ENTITY. Joint Ventures are not allowed. Bids shall be submitted only by the prime contractor. Bids may, however, identify other sub-contractors or sub-consultants to the prime Bidder who may serve as team members.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible bidder, by providing such bidder an opportunity of providing said contractual services for the lowest responsive bid amount (or in this solicitation, the highest bid amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an solicitation or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

12. AGREEMENT BY BIDDERS. Any individual that submits a bid in response to this solicitation agrees that any action taken by the City in response to bids made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Bids, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation, or in any responses received as a result of this solicitation.

Reasonable efforts will be made to either award the bidder the contract or reject all bids within one-hundred twenty (120) calendar days after Bid opening date. In accordance with Section 47 below, a bidder may withdraw its bid after expiration of one hundred twenty (120) calendar days from the date of bid opening, by delivering written notice of withdrawal to the Procurement Department.

13. COSTS INCURRED BY BIDDERS. All expenses involved with the preparation and submission of Bids, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the bidder, and shall not be reimbursed by the City.

14. OCCUPATIONAL HEALTH AND SAFETY. The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

15. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

16. MISTAKES. Bidders are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the services relative to this solicitation. Failure to do so will be at the Bidder's risk and may result in the Bid being non-responsive.

17. PAYMENT. Payment will be made by the City after the services have been received, inspected, and found to comply with contract specifications, free of damage or defect, and are properly invoiced.

18. PATENTS & ROYALTIES. Bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. DEFAULT. Failure or refusal of the successful Bidder to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a bid response before such award is made and approved, may result in a claim for damages by the City, and may be grounds for removing the Bidder from the City's vendor list.

20. MANNER OF PERFORMANCE. Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the bidder with/of applicable

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laws will in no way be a cause for relief from responsibility. Bidder agrees that the work and services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

21. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

22. NON-DISCRIMINATION. The bidder certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, bidder shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, and political affiliation.

23. DEMONSTRATION OF COMPETENCY.

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract.
- B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods as described in this solicitation.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry, and as determined by the City.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require bidder to show proof that it has been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to comply with contractual obligations as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

24. ASSIGNMENT. The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

25. LAWS, PERMITS AND REGULATIONS. The bidder shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

26. OPTIONAL CONTRACT USAGE. When the successful Bidder is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

27. VOLUME OF WORK. To the extent applicable, it is the intent of the City to purchase the services specifically listed in this solicitation. However, the City reserves the right to purchase any services awarded from State or other governmental contracts, or on an as-needed basis through the City's spot market purchase provisions.

28. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The bidder's bid in response to the solicitation.

In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

29. INDEMNIFICATION. The Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or

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instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Bidder or its employees, agents, servants, partners, principals or subcontractors. The Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Bidder expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

30. FLORIDA PUBLIC RECORDS LAW. Bidders are hereby notified that all bids including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Bidder agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

31. OBSERVANCE OF LAWS. Bidders are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this solicitation (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Bidder will in no way relieve it from responsibility for compliance.

32. CONFLICT OF INTEREST. All bidders must disclose, in their Bid, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

33. MODIFICATION/WITHDRAWALS OF BIDS. A bidder may submit a modified bid to replace all or any portion of a previously submitted Bid up until the Bid due date and time. Modifications received after the bid due date and time will not be considered. Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date, or after expiration of 180 calendar days from the opening of Bids without a contract award. Letters of withdrawal received after the Bid due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

34. EXCEPTIONS TO SOLICITATION. Bidders must clearly indicate any exceptions they wish to take to any of the terms in the solicitation, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the bid submittal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the bidder to comply with the particular term and/or condition of the solicitation to which bidder took exception to (as said term and/or condition was originally set forth in the solicitation and any exhibits or Addenda thereto).

35. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Bid. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

36. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from bidders at any time during the solicitation process, unless otherwise noted herein.

37. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrants such determination in the opinion of the City. Bidder shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of notice of any citation or violation which bidder may receive after the proposal opening date and during the time of performance of any contract awarded to it.

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38. RELATIONSHIP TO THE CITY. It is the intent of the City, and Bidder's hereby acknowledge and agree, that the successful Bidder is considered to be an independent contractor, and that neither the Bidder, nor the Bidder's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

39. INSPECTOR GENERAL AUDIT RIGHTS

- A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- C. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- D. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- E. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
 - i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- F. The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.
- G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

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Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

The following provisions shall be applicable to the Contract and shall supersede any conflicting provisions contained elsewhere in the Contract.

A. BREACHES AND DISPUTE RESOLUTION. For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

(1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the City's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the City Mayor for a decision. If there is a disagreement among the parties regarding the decision of the City Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within The City of Miami Beach.

(2) Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the City shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the City. The City reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. The City further reserves the right to suspend or debar the Contractor in accordance with the appropriate City ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the City cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and **COPELAND “ANTI-KICKBACK” ACT** (18 USC § 40 U.S.C. 3145). The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

(1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.

b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

c) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251- 1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.

(2) By signing and submitting this form, the Contractor shall also execute and provide the City with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they: a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City; and ii. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS. The Contractor hereby acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

S. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

T. INDEMNIFICATION

For any work performed on Federally funded projects, the Contractor agrees to indemnify and hold harmless the Federal Government, its employees and/or contractors, the County, its employees and/or contractors, and the City and its employees and/or contractors from liability to third parties for claims asserted under the contract.

U. E-VERIFY. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

ATTACHMENT A
COMMISSION AWARD MEMO



COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: June 23, 2021

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2021-094-AY FOR BUS TRANSPORTATION SERVICES.

RECOMMENDATION

The City Manager recommends that the Mayor and City Commission approve the award of a contract to the Franmar Corporation, the sole responsive, responsible bidder responding to ITB 2021-094-AY for bus transportation services.

BACKGROUND/HISTORY

The City's current bus transportation services contract is utilized by the Parks and Recreation Department to transport program resident and program participants to and from after school programs, athletic events, summer camp programs, senior programs and other activities as needed. The Parks and Recreation Department does have some vehicles and staff that can transport participants. However, the services of a vendor are needed when demand exceeds the department's capacity, especially during peak periods such as summer camp.

The City's current contract for bus transportation services was extended on a month to month basis prior to its expiration on May 24, 2021. The purpose of this Invitation to Bid (ITB) is to establish a replacement contract, by means of sealed bids, for the required services. For safety and liability reasons, bids can only be accepted from firms certified by Miami-Dade County Public schools to provide extra-curricular bus transportation services. Additionally, the City requires that the buses provided be no more than eight years old.

ANALYSIS

The ITB was issued on March 16, 2021, with an opening date of April 13, 2021. Bid notices were issued to 3,298 companies utilizing the www.bidsync.com website, including the 13 firms certified by Miami-Dade County Public schools to provide extra-curricular bus transportation services. The notices resulted in the receipt of one (1) bid from the Franmar Corporation (see Attachment A).

The ITB states that the lowest responsive, responsible bidder meeting the requirements of the ITB would be recommended for award. Staff has verified that the bid submitted by the Franmar Corporation is responsive and has met the requirements of the ITB. Following is a summary of the bidder.

Franmar Corporation

Serving for over 40 years, Franmar Corporation has provided bus transportation services throughout all of Miami-Dade County. The City has received positive feedback from the references, including the Miami Dade County Public Schools. Franmar is the City's incumbent service provider and has provided excellent service under the current agreement.

The Procurement Department contacted several licensed companies to determine why they chose not to submit a bid. Primarily, firms responded that the COVID-19 pandemic had resulted in fleet reductions or that the current fleet did not meet the requirement that vehicles be no more than eight years old. One firm that had bid and been awarded in the past, but with whom the City had several performance issues, decided not to respond to the ITB.

A pricing analysis indicates that the prices submitted are the same as the prices on the current contract, despite it being executed in 2016. Therefore, the City will not experience cost escalations as a result of this new award.

SUPPORTING SURVEY DATA

According to the 2019 Community Satisfaction Survey conducted by ETC institute, an 80.1% satisfaction was given for "Quality of City Recreation programs". In further evaluation, the overall satisfaction increased 71.5% in 2016 to 80.1% in 2019. In order to increase standards in this area, the city intends to continue providing bus transportation services on an as needed basis.

FINANCIAL INFORMATION

Funding for bus transportation services is subject to the approval of funds through the City's budgeting process. For fiscal years 2018 and 2019, the average annual expenditures for the services has totaled \$67,000. Fiscal year 2020 was not utilized in calculating average annual expenditure because of the impact of the COVID-19 pandemic.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the City Manager’s recommendation to award a contract to the Franmar Corporation, the sole responsive, responsible bidder, pursuant to ITB 2021-094-AY for bus transportation services.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Prosperity - Balance residents' quality of life with tourism and special events.

Legislative Tracking

Parks and Recreation/Procurement

ATTACHMENTS:

Description

▯ [Attachment A](#)

Bid Price		Franmar Corporation*			
Item	Description	Est. Quantity	U/M	Unit Cost	Total
Group 1: Regular Services					
1	TYPE A2 School bus with air conditioning (30-47 capacity) – within Miami-Dade County	100	Hourly	\$ 58.00	\$ 5,800.00
2	TYPE A2 School bus with air conditioning (30-47 capacity) – to and from Broward County	100	Hourly	\$ 58.00	\$ 5,800.00
3	TYPE A2 School bus with air conditioning (30-47 capacity) - to and from Palm Beach County	100	Hourly	\$ 58.00	\$ 5,800.00
4	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. within Miami-Dade County	100	Hourly	\$ 58.00	\$ 5,800.00
5	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Broward County	100	Hourly	\$ 58.00	\$ 5,800.00
6	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Palm Beach County	100	Hourly	\$ 58.00	\$ 5,800.00
Group 2: Emergency Services					
7	TYPE A2 School bus with air conditioning (30-47 capacity) – within Miami-Dade County	100	Hourly	\$ 58.00	\$ 5,800.00
8	TYPE A2 School bus with air conditioning (30-47 capacity) – to and from Broward County	100	Hourly	\$ 58.00	\$ 5,800.00
9	TYPE A2 School bus with air conditioning (30-47 capacity) - to and from Palm Beach County	100	Hourly	\$ 58.00	\$ 5,800.00
10	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. within Miami-Dade County	100	Hourly	\$ 58.00	\$ 5,800.00
11	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Broward County	100	Hourly	\$ 58.00	\$ 5,800.00
12	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Palm Beach County	100	Hourly	\$ 58.00	\$ 5,800.00
				Total (Line items 1-12)	\$ 69,600.00

Footnote

*denotes recommended bidder

ATTACHMENT B

ADDENDA AND ITB SOLICITATION

**PROCUREMENT DEPARTMENT**1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

www.miamibeachfl.gov

ADDENDUM NO. 1
INVITATION TO BID NO. 2021-094-AY
BUS TRANSPORTATION SERVICES
April 6, 2021

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

- I. **REVISION** : Section 0300 – Bid Submittal Instructions and Format, Sub-Section 4. Electronic Bid Format, on page 8 of the ITB, is hereby amended as follows. (Underlined denotes added language):

4. ELECTRONIC BID FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of bids, it is strongly recommended that bids be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic bid shall be submitted through the “Line Items” attachment tab in BidSync.

- **TAB 1 – Cost Proposal Form (Appendix C).** The Cost Proposal Form (Appendix C) shall be completed mechanically or, if manually, in ink. Cost Proposal Forms submitted in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED

- **TAB 2 Documentation** indicating compliance with Minimum Eligibility Requirements.
- **TAB 3 Additional Information. Contractor must submit list of school buses that shall meet or exceed requirements set in Appendix A, Section 3.2**

II. **ATTACHMENTS**

Exhibit A:ITB 2016-031-AK Bid Tabulation

III. **RESPONSES TO QUESTIONS RECEIVED**

Q1: Are you able to participate in this bid if you are not LGBT Business Enterprise Certification, Small and Disadvantaged Business Certification, Vendor Qualifications? Does this mean that the bidder must possess both of these: LGBT BUSINESS ENTERPRISE CERTIFICATION & SMALL AND DISADVANTAGED BUSINESS CERTIFICATION, as well as meeting the requirements for the Vendor QUALIFICATIONS stated within?

A1: Yes, you are able to participate in the bid if you do not possess the qualifications for LGBT and Small Business. The certification information is only used for informational purposes.

Q2: Does the City allow using school buses that are more than (8) years since manufacture?

A2: We will not allow buses manufactured more than 8 years ago. See Appendix A, Section 3.2.

Q3: Can you tell me where we put our list of buses?

**PROCUREMENT DEPARTMENT**

1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

A3: Please submit list of buses pursuant to Section I. Revisions.

Q4: We are an approved vendor for Miami Dade, but not on the (Miami-Dade County Public School Approved Private Bus) list and can't apply until September 2021? We would like for you to reconsider this qualification.

A4: The minimum requirement will not be changed.

Q5: Could you please let us know who is currently operating this contract, what type of vehicle is being used and what hourly rate they are offering ?

A5: Please see Exhibit A.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: Arju Yudasto	Telephone: 305-673-7490 ext. 26695	Email: ArjuYudasto@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

ELECTRONICALLY SIGNED (DATED 4/6/2021)

Alex Denis

Procurement Director



PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

www.miamibeachfl.gov

EXHIBIT A:

2016-031-AK Bid Tabulation

ITB 2016-031-AK

TABULATION SHEET ITB 2016-031-AK BUS TRANSPORTATION SERVICES

GROUP I School Buses Service	Quantities	AIR B SCHOOL BUS TRANSPORTATION, INC.		FRANMAR CORPORATION, INC.	
		Hourly rate	Total	Hourly rate	Total
1. School bus with air conditioning (30-47 capacity) – within Miami-Dade County	100	\$41.00 /Hour	\$4,100.00	\$58.00 /Hour	\$5,800.00
2. School bus with air conditioning (30-47 capacity) – within Broward County	100	\$58.00 /Hour	\$5,800.00	\$58.00 /Hour	\$5,800.00
3. School bus with air conditioning (30-47 capacity) - within Palm Beach County	100	\$65.00 /Hour	\$6,500.00	\$58.00 /Hour	\$5,800.00
4. School bus with air conditioning (19-29 capacity) equipped with wheel chair lift.	2	\$95.00 /Hour	\$190.00	\$58.00 /Hour	\$116.00

Primary

Secondary



ITB 2021-094-AY
BUS TRANSPORTATION SERVICES

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<u>SOLICITATION SECTIONS:</u>	<u>PAGE</u>
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0200 INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS.....	
0300 BID SUBMITTAL INSTRUCTIONS & FORMAT.....	

<u>APPENDICES:</u>	
APPENDIX A SPECIFICATIONS	
APPENDIX B SPECIAL CONDITIONS	
APPENDIX C COST PROPOSAL FORM	
APPENDIX D INSURANCE REQUIREMENTS	

SECTION 0100**INSTRUCTIONS TO BIDDERS**

1. GENERAL. This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Bidders and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Proposer who has received this ITB by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. The purpose of this Bid is to establish a contract, by means of sealed bids, with a qualified firm(s), for bus transportation services for the City of Miami Beach (the "City"), on an as needed basis, in accordance with the prescribed specifications and requirements in Appendix A. Generally, bus transportation services are utilized to transport participants in programs and/or special events including but not limited to senior programs/events, after school programs/events, summer camp programs/events, etc.)

Interested contractors are invited to submit bids in response to this ITB.

The City of Miami Beach estimates the annual budget for this project to be \$50,000.00. The total amount for the five year contract (with renewals, if exercised by the City) is estimated at \$250,000.00.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

ITB Issued	March 16, 2021
Pre-Bid Meeting	Wednesday, March 24, 2021 @ 10:00AM ET Dial-in Instructions: Dial the Telephone Number: +1 786-636-1480 Enter the Meeting Number: 673 694 56 and then press the pound (#) key
Deadline for Receipt of Questions	Wednesday, March 31, 2021 @ 5:00PM ET

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Responses Due	Tuesday, April 13, 2021 @ 3:00PM ET
Tentative Commission Approval Authorizing Award	May, 2021

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
Arju Yudasto	305-673-7000, ext. 26695	ArjuYudasto@miamibeachfl.gov
Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov ; or via facsimile: 786-394-4188.		

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

5. PRE-BID MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled. Attendance for the pre-bid meeting shall be via telephone and recommended as a source of information but is not mandatory.

6. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *BidSync*.

7. BIDDER'S RESPONSIBILITY. Before submitting a response, each bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the bidder.

8. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "**Cone of Silence**." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

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9. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**
- **Whether the bidder can perform the Contract within the time specified, without delay or interference.**
- **The character, integrity, reputation, judgment, experience and efficiency of the bidder.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

10. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible bidder (primary), followed by the second lowest, responsive, responsible bidder (secondary), and continuing with other responsive, responsible bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor 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.

Bidder acknowledges and agrees that this Contract and the award of any work hereunder, is non-exclusive, and the City may, at its sole and absolute discretion, award similar services or work to other firms under contract with the City (either as a co-primary contractor, or as secondary or tertiary contractors). No Purchase Order shall be issued to Contractor, and no work or Services shall be authorized under this Agreement, except at City's sole discretion. Contractor shall have no entitlement to perform any services hereunder, or to be compensated for any Services, unless set forth in a written Purchase Order.

11. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Price Form and the Bid Bond (if applicable) shall render a bid non-responsive. Non-responsive bids will not be

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considered. With exception of the Bid Price Form and the Bid Bond, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from bidder or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

13. INDEMNIFICATION

Contractor agrees that it will indemnify and hold the Federal Government, its employees and/or their contractors, the State of Florida, its employees and/or their contractors, the County, its employees and/or their contractors, and the Municipality and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract for any work performed.

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SECTION 0200

GENERAL CONDITIONS

1. TERMS & CONDITIONS – GENERAL SERVICES – TYPE 1. By virtue of submitting a bid or proposal in response to this solicitation, bidder agrees to be bound by and in compliance with the Terms and Conditions for General Services – Type 1 (dated 4/13/2020) and Grants & Federal Requirements (dated 8/20/20), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

SECTION 0300**BID SUBMITTAL INSTRUCTIONS AND FORMAT**

1. ELECTRONIC RESPONSES ONLY. Bids must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only bid submittals received and time stamped by Periscope S2G (formerly BidSync) prior to the bid submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for bid submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive bids will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).
2. Cost Proposal Form (Appendix B)

3. OMITTED OR ADDITIONAL INFORMATION. The City reserves the right to request any documentation omitted, with exception of the Cost Proposal Form (Appendix B), Bid Submittal Questionnaire (submitted electronically), and Bid Bond (if applicable). Bid Submittals received that do not include the Cost Proposal Form, completed as required and fully executed, bid submittal questionnaire, or Bid Bond (if applicable) completed as required and fully executed shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

4. ELECTRONIC BID FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of bids, it is strongly recommended that bids be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic bid shall be submitted through the "Line Items" attachment tab in BidSync.

BID PROPOSAL. The Bid Proposal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix C).** The Cost Proposal Form (Appendix C) shall be completed mechanically or, if manually, in ink. Cost Proposal Forms submitted in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

- **TAB 2 Documentation indicating compliance with Minimum Eligibility Requirements.**

APPENDIX A

MIAMI BEACH

Minimum Requirements & Specifications

ITB 2021-094-AY BUS TRANSPORTATION SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. Minimum Eligibility Requirements. Bidders must submit evidence that they are qualified to satisfactorily perform the specified services. Additionally, the Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Bidder must be approved as a private school bus services operator by the Miami-Dade County Public Schools.

Submittal Requirements: Bidder must be listed on the Miami-Dade County Public Schools Approved Private Bus List (available at <http://dot.dadeschools.net/#!/fullWidth/3335>) at the time of bid due date.

2. Statement of Work Required. The purpose of this bid is to establish a contract with one or more licensed company(ies) to provide bus transportation services for recreational and athletic programs to include but not limited to athletic games and competitions and field trips for the Parks and Recreation Department. Transportation services may be single day trips to various sites through Palm Beach, Broward and Miami-Dade Counties, as well as including several trips throughout the State of Florida. Companies awarded to this contract will be the only approved and qualified bus companies to provide these services to the City of Miami Beach.

Standards. All applicable laws, regulations, and established standards shall apply to any resulting award. In particular, bidders are cautioned to pay close attention to the following standards which will govern the delivery of services under any resulting award of this ITB.

- The Federal Vehicle Safety Standards
- Department of Transportation Regulations
- Federal Motor Carrier Safety Administration
- Employees trained by the Omnibus Transportation Employee Training Act (OTETA) of 1991, or as amended

When a conflict arises between an applicable standard and any other standard or any portion of this ITB, it is the bidder or contractor's responsibility to notify the City. The City's determination of which standard shall apply shall be final and binding.

3. Specifications

3.1 Types of Usage.

1. Field Trips and Athletic Games and Competitions: Requires bus transportation to and from park sites, recreation venues or South Florida attractions. The length time of each trip may vary, but the minimum time required by the City would be six (6) hours.
2. The City will require the buses to remain at each location listed for trips up to eight (8) hours. For trips lasting longer than eight (8) hours the buses will be permitted to leave and return with City's prior approval.
3. The City may require pick up and return from several City parks for transportation to one destination on a single bus.

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4. The City will only pay for buses ordered.

3.2 School Buses Specification

1. School Bus Types:

Type A: A Type A school bus is a conversion bus constructed using a cutaway front-section vehicle with a left side driver's door. This definition includes two classifications:

Type A-1 (19-29 passenger capacity), with a Gross Vehicle Weight Rating (GVWR) of 14,500 pounds or less.

Type A-2 (30-47 passenger capacity), with a GVWR greater than 14,500 pounds and less than or equal to 21,500 pounds.

2. Contractor must own or lease adequate school buses the meet the City's needs, which shall meet or exceed following requirements:
 - A. School buses to be used in performance of this contract shall be no more than eight (8) years since manufacture.
 - B. The contractor shall maintain all school buses in good condition and furnish all necessary fuel, oil, grease, tires, maintenance, and repairs and have a qualified mechanic available to provide service to any and all vehicles used in the performance of this contract at no additional cost to the City.
 - C. The contractor shall make available, on site, such spare school buses as may be needed to promptly replace any bus that breaks down. Any bus that breaks down shall be replaced within thirty (30) minutes of notification of such breakdown.
 - D. All school transportation vehicles shall be equipped with two-way radios permanently mounted with external roof top mounted antennas in working order capable of interfacing with a base station or every driver must have a cell phone with access to Company base.
 - E. All school buses shall be equipped with minimum of one basic first aid kit.
 - F. School buses must be clean, neat and odor free at the start of each destination.
 - G. The ability to utilize each bus from 5:00 a.m. – 12 midnight. Monday through Sunday and during summer/holidays.
 - H. 3-Point Seat Belts and 3-Point Seat Belt Seats - Type A school buses must be equipped with Type II, 3-point seat belts in all passenger seating positions. These belt systems must meet the requirements of National School Transportation Specifications and Procedures, Revised 2010. Types C and D buses must be equipped with lap belts in all passenger seating positions, meeting the following requirements:
 - Belts must be manufacturer's standard style lap belts. The nonadjustable, buckle end of each belt must be the aisle-side connection point on each passenger seat.
 - Each two-part belt must be separately color-coded to aid in proper connection.
 - Any belt system with parts that can be manually disassembled without the use of tools and any system that is subject to easy vandalism shall not be approved for use in Florida school buses.
 - Retractable seat belts are permissible at the purchaser's option. If this system is specified, the retractors must be emergency locking type, and the retractors must be mounted below the seat bight.

- I. Buses must comply with Federal Vehicle Safety Standards, Department of Transportation regulations and Federal motor Carrier Safety Administration.
- J. For the information purpose contractor shall provide "Schedule of Vehicles" showing, buses owned or leased. This report shall include year of manufacture, make of bus, make of body, present mileage, present condition, seating capacity, number of heaters, and vehicle identification number. The City may reject any vehicle that does not conform to the specifications as defined below.
- K. All repair work on the buses being provided under this contract must have been completed by certified mechanics. Documentation showing inspection data must be given to the City upon request.
- L. Capacity and Transport. Awarded contractor shall not transport more students than the rated capacity for the school bus being used.

3.3 Drivers

- 1. Awarded contractor shall ensure that all drivers are trained before transporting students, and in compliance with the Omnibus Transportation Employee Training Act (OTETA) of 1991, or as amended.
- 2. Contractor Employee Criminal Background Check and ID Badging Requirements. It is a requirement of this bid that contractor comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, requiring that only those contractor employees that have successfully passed the background screening required by the referenced statutes and that meet the standards established by the statutes be allowed access to any City location or prior to the provision of any contract services. This requirement shall extend to all contractor representatives, agents or sub-contractors performing duties under the contract. If a contractor's employee is away from the job for a period of 45 or more days, the City will require a new criminal background check. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this solicitation and any resulting agreement for which the City reserves the right to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the City, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- 3. Awarded contractor shall be responsible to have their drivers receive a background screening in compliance with Jessica Lunsford Act before the drivers are assigned trips. Drivers who have been convicted of any of the criminal offenses, are considered unacceptable, and must not be assigned trips for the City.
- 4. Awarded contractor shall ensure that all bus drivers are alert and capable of performing their assigned duties. Drivers shall remain on their respective buses at all times when passengers are on board and while picking up or discharging students on school property except in cases of emergency. The driver's first concern must be for the safety of the children.
- 5. All drivers shall be neat and clean in their appearance. All drivers are required to dress in appropriate attire and wear Photo Identification Badge all the times.
- 6. All drivers employed by awarded contractor must demonstrate the ability to verbally

communicate effectively in English with those persons, students and staff with whom they come into contact.

7. Drivers must drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.
8. All drivers contracted under this ITB are required to drive trips exactly as scheduled by the City. Drivers shall not alter or modify any trips without prior written approval by the City.
9. The City reserves the right, at any time to approve or reject of any driver under this ITB. The decision of the City regarding qualifications, acceptance or rejection of any driver under this ITB shall be final and binding on awarded contractor.
10. Drivers shall comply with procedures and practices in securing students passengers, car seats, travel chairs, crutches, walkers and orthopedic equipment at all times.
11. Drivers are prohibited from using cell phones (talking and texting) while transporting students.

3.4 Accidents.

Awarded contractor shall immediately notify the City, by telephone of any accident/incident involving a bus while transporting students. Contractor shall provide the City with an accident report that will be followed by a written investigative report, submitted to the City, at no cost within five (5) to ten (10) days from date of accident.

3.5 Bus Cancellation.

The City has the right to cancel buses for any trip or event due to poor attendance, inclement weather, etc. There will be no cancellation fee charged to the City if the cancellation is made before four (4) hour, with one (1) hour compensation fee from the arranged trip time.

3.6 Level of Service.

- Transportation failure will not be tolerated and may result in cancellation of the contract.
- Repairs or back-up transportation must be conducted within a thirty minutes (30) period and carried out in a professional, expedient and safe manner on behalf of all passengers.

Drivers must have complete knowledge of route and destination point.

3.7 Sanitation Requirements during COVID-19.

Coronavirus disease 2019 (COVID-19) is a respiratory illness (see list of symptoms) caused by a virus called SARS-CoV-2. As a bus transit employer, the following is required in order to protect your staff and others and slow the spread.

- use cloth face coverings or masks as appropriate.
- foot-traffic single direction in narrow or confined areas in the bus to encourage single-file movement at a 6-foot distance.

- visual cues such as floor decals, colored tape, and signs to remind passengers to maintain distance of at least 6 feet from others.
- hand sanitizers with at least 60% alcohol in multiple locations throughout the bus for workers and passengers. (use touch-free stations where possible).
- Make sure the bus is well ventilated.
 - Bus operator owners and managers should work with facilities management to adjust the ventilation so that the maximum amount of fresh air is delivered to occupied spaces while maintaining the humidity at 40-60%. If possible, increase filter efficiency of HVAC units to highest functional level.
 - Portable high efficiency particulate air (HEPA) filtration units may be considered to remove contaminants from the air of poorly ventilated areas.
 - Consider the use of natural ventilation (i.e., opening windows) to increase outdoor air dilution of indoor air, when environmental conditions allow.

For all other recommendations, please visit the Centers for Disease Control and Prevention website at: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/bus-transit-operator.html>

APPENDIX B

MIAMI BEACH

Special Conditions

ITB 2021-094-AY BUS TRANSPORTATION SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. This contract shall remain in effect for two (2) years from date of contract execution by the Mayor and City Clerk. The City of Miami Beach has the option to renew the contract at the sole discretion of the City Manager for an additional three (3), one (1) year periods, on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the Contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

2. REGULAR RESPONSE TIME (GROUP 1): Scheduled services for school pick-ups and field trips shall be provided to the bidder each fiscal year.

For school pick-ups: The successful bidder will be required to have vehicles at the pick-up area(s) at each school a minimum of 15 minutes prior to school dismissal at the scheduled departure.

For field trip pick-ups: The successful bidder will be required to have vehicles at the pick-up area(s) a minimum of 30 minutes at the scheduled departure.

From time to time the City may require additional bus service(s) for field trips that are not in the scheduled services provided in the beginning of the fiscal year; The City of Miami Beach representative shall advise of the scheduled service one (1) business day prior.

3. ADDITIONAL SERVICES: Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.

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

5. DAMAGES TO PUBLIC/PRIVATE PROPERTY. The contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the bidder, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

6. BACKGROUND CHECK. The contractor shall conduct a full criminal background check in accordance with the Jessica Lunsford Act (s. 943.043) at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. Any contractor employee eligible to perform work pursuant to this ITB, or resulting Agreement, shall require the prior approval of the HR Department if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The contractor shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

ITB 2021-094-AY

The Contractor shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must wear photo identifications at all times.

7. EMERGENCY SERVICES (GROUP 2). Emergency Services are defined as services that are not included within the Regular Response time group. These services may include, but are not limited to, natural disasters, pandemics, or evacuation efforts and shall be based on an as needed basis (per service rate). A two (2) hour response time shall be required for emergency services.

Pre-qualified contractors in the Emergency Services categories may be contacted on occasion in response to a natural disaster or other disaster at the proposed per service rates. The City reserves the right to exercise its discretion in making the determination as to what time the contract will be activated. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH FEMA REGULATIONS AND APPLICABLE ENVIRONMENTAL REQUIREMENTS.

The City may request additional work subject to mutual agreement. The cost and expenses will be submitted to the City for approval in a cost proposal by the Contractor.

APPENDIX C

MIAMI BEACH

Cost Proposal Form

ITB 2021-094-AY BUS TRANSPORTATION SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX C

ELECTRONIC COST PROPOSAL FORM

Failure to submit Appendix C, Electronic Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form shall be completed in its entirety. All corrections on the Cost Proposal Form shall be initialed.

GROUP 1: REGULAR SERVICES					
Item	Description	Estimated Annual Quantity	U / M	Unit Cost	Total (Quantity_X_Unit_Cost)
1	TYPE A2 School bus with air conditioning (30-47 capacity) – within Miami-Dade County	100	Hourly	\$	\$
2	TYPE A2 School bus with air conditioning (30-47 capacity) – to and from Broward County	100	Hourly	\$	\$
3	TYPE A2 School bus with air conditioning (30-47 capacity) - to and from Palm Beach County	100	Hourly	\$	\$
4	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. within Miami-Dade County	10	Hourly	\$	\$
5	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Broward County	10	Hourly	\$	\$
6	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Palm Beach County	10	Hourly	\$	\$
GROUP 2: EMERGENCY SERVICES					
Item	Description	Estimated Annual Quantity	U / M	Unit Cost	Total (Quantity_X_Unit_Cost)
7	TYPE A2 School bus with air conditioning (30-47 capacity) – within Miami-Dade County	25	Hourly	\$	\$
8	TYPE A2 School bus with air conditioning (30-47 capacity) – to and from Broward County	25	Hourly	\$	\$
9	TYPE A2 School bus with air conditioning (30-47 capacity) - to and from Palm Beach County	25	Hourly	\$	\$
10	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. within Miami-Dade County	8	Hourly	\$	\$
11	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Broward County	8	Hourly	\$	\$
12	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Palm Beach County	8	Hourly	\$	\$
TOTAL (Line items 1-12)					\$

APPENDIX D

MIAMI BEACH

Insurance Requirements

ITB 2021-094-AY BUS TRANSPORTATION SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
Darthvade

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

ATTACHMENT C

SUNBIZ & PROPOSAL RESPONSE TO ITB



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
FRANMAR CORPORATION

Filing Information

Document Number	523936
FEI/EIN Number	59-1716761
Date Filed	01/17/1977
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address

19301 S.W. 108TH AVE.
MIAMI, FL 33157

Changed: 07/12/2010

Mailing Address

P.O. BOX 970783
MIAMI, FL 33197

Changed: 02/28/1992

Registered Agent Name & Address

MARTINELLI, FRAN
19301 SW 108TH AVE
MIAMI, FL 33157

Name Changed: 03/01/2017

Address Changed: 03/01/2017

Officer/Director Detail

Name & Address

Title DPTS

BERMONT, PETER L
3427 N. Moorings Way
Miami, FL 33133

Title D

MARTINELLI, FRAN
8420 NW S.R. 45
HIGH SPRINGS, FL 32643

Title Director

Wise, Tracy B
3191 Argonne Drive, NW
Atlanta, GA 30305

Annual Reports

Report Year	Filed Date
2019	02/07/2019
2020	01/23/2020
2021	01/20/2021

Document Images

01/20/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
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03/01/2017 -- Reg. Agent Change	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
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01/22/2013 -- ANNUAL REPORT	View image in PDF format
03/28/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Amendment	View image in PDF format
01/28/2011 -- ANNUAL REPORT	View image in PDF format
07/12/2010 -- ADDRESS CHANGE	View image in PDF format
01/25/2010 -- ANNUAL REPORT	View image in PDF format
03/13/2009 -- ANNUAL REPORT	View image in PDF format
02/04/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
02/12/2005 -- ANNUAL REPORT	View image in PDF format
03/12/2004 -- ANNUAL REPORT	View image in PDF format
06/27/2003 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
10/16/2002 -- ANNUAL REPORT	View image in PDF format
01/22/2002 -- ANNUAL REPORT	View image in PDF format
08/27/2001 -- ANNUAL REPORT	View image in PDF format
01/11/2001 -- ANNUAL REPORT	View image in PDF format
04/23/2000 -- ANNUAL REPORT	View image in PDF format
02/22/1999 -- ANNUAL REPORT	View image in PDF format

02/25/1998 -- ANNUAL REPORT	View image in PDF format
04/29/1997 -- ANNUAL REPORT	View image in PDF format
04/02/1996 -- ANNUAL REPORT	View image in PDF format
02/20/1995 -- ANNUAL REPORT	View image in PDF format

BID SUBMITTAL QUESTIONNAIRE

SECTION 1 – BID CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and submitted.

Solicitation No: 2021-094-AY	Solicitation Title: Bus Transportation Services
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BIDDER'S NAME: Franmar Corporation		
NO. OF YEARS IN BUSINESS: 48 years	NO. OF YEARS IN BUSINESS LOCALLY: 48 years	NO. OF EMPLOYEES: 39
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: Franmar Bus Company		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): 19301 SW 108 Ave		
CITY: Miami		
STATE: Florida	ZIP CODE: 33157	
TELEPHONE NO.: 305-253-5086		
TOLL FREE NO.:		
FAX NO.: 305-253-8427		
BIDDER LOCAL ADDRESS: 19301 SW 108 Ave		
CITY: Miami		
STATE: Florida	ZIP CODE: 33157	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Fran Martinelli		
ACCOUNT REP TELEPHONE NO.: 305-878-4912		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL: booking@franmarbus.com		
FEDERAL TAX IDENTIFICATION NO.: 59-1716761		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; b) to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) the bidder agrees if this bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

Name of Bidder's Authorized Representative: Fran Martinelli	Title of Bidder's Authorized Representative: C.E.O
---	--

SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City’s e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 - CONFLICT OF INTEREST

All bidders must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

☐ YES

☒ NO

If yes, please disclose the name(s):

	FIRST AND LAST NAME	OCCUPATION
1		
2		
3		
4		
5		
6		

SECTION 4 - FINANCIAL CAPACITY

When requested by the City, each bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

At time of request, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request.

SECTION 5 - MORATORIUM ON TRAVEL TO AND THE PURCHASE OF GOODS OR SERVICES FROM NORTH CAROLINA AND MISSISSIPPI

Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Bidder shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Resolution 2016-29375

<https://www.miamibeachfl.gov/wp-content/uploads/2017/11/2016-29375-Resolution-Vendor-Moratorium-for-Services-Sources-from-North-Carolina-Mississippi-1.pdf>

SECTION 6 - REFERENCES AND PAST PERFORMANCE

Project No.	<i>2021-094-AY</i>
Project Title	<i>Bus Transportation Services</i>

Bidder shall submit at least three (3) references for whom the bidder has completed work similar in size and nature as the work referenced in solicitation.

Reference No.1

Firm Name: **Palmer School**

Contact Individual Name and Title: **Jose Chao, Director**

Address: **8001 SW 184 Street Miami, FL 33157**

Telephone: **305-251-2230**

Contact's Email: **JChao@palmertrinity.org**

Narrative on Scope of Services Provided:

Daily Routes for pick up and drop off of students, sport trips & field trips.

Reference No.2

Firm Name: **Miami Dade County Public School Transportation**

Contact Individual Name and Title: **Orlando Alonso, Director**

Address: **15401 SW 117 Ave, Miami, FL 33177**

Telephone: **305-234-3365**

Contact's Email: **OAlonso2@dadeschools.net**

Narrative on Scope of Services Provided:

Daily Routes and Field trips - contract work for 30 years.

Reference No.3

Firm Name: **Gulliver School**

Contact Individual Name and Title: **Charles Rue**

Address: **6575 SW 88 Street Pinecrest, FL 33156**

Telephone: **305-666-6333**

Contact's Email: **Ruec@gulliverschools.org**

Narrative on Scope of Services Provided:

Daily Routes and Field trips.

Additional ReferenceFirm Name: **City of Miami Beach**Contact Individual Name and Title: **Rodricka Moore - (in charge of Seniors) Igor Lopez - (in charge of afterschool & camp)**Address: **999 11 Street Miami Beach, FL 33139**Telephone: **786-486-9905**Contact's Email: **roderickamoore@miamibeachfl.gov**Narrative on Scope of Services Provided:
special events and field trips.**SECTION 7 - STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions are available at <https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/> By virtue of submitting a bid, bidder attests that they have read and understand the applicable Standard Terms and Conditions as indicated in the solicitation.

Project No.	<i>2021-094-AY</i>
Project Title	<i>Bus Transportation Services</i>

SECTION 8 - VENDOR CAMPAIGN CONTRIBUTIONS

Bidders are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE

Bidders shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their bid submittal, in the event of such non-compliance.

Are there any individuals or entities (including your sub-consultants) with a controlling financial interest which have contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

☐ YES☒ NO

If yes, list name (first and last name) of individuals, occupation, amount and date:

	First and Last Name	Contributor Occupation	Amount	Date of Contribution
1				
2				
3				

4				
5				
6				
7				
8				
9				

SECTION 9 – SUSPENSION, DEBARMENT, OR CONTRACT CANCELLATION

Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES

☒ NO

If answer to above is “YES,” bidder shall submit a statement detailing the reasons that led to action(s):

SECTION 10 - EQUAL BENEFITS FOR EMPLOYEES WITH SPOUSES
AND EMPLOYEES WITH DOMESTIC PARTNERS

When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide “Equal Benefits” to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor’s employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

Does bidder provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES

☒ NO

Does bidder provide or offer access to any benefits to employees with (same or opposite sex) domestic partners or to domestic partners of employees?

☐ YES

☒ NO

Please check all benefits that apply to your answers above and list in the “other” section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Bidder Provides for Employees with Spouses	Bidder Provides for Employees with Domestic Partners	Bidder does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Bidders cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City

Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

SECTION 11 - LIVING WAGE

Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.
2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.
3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Bidders' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Bidder as non-responsive, and may further subject Bidder to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTTracker.net).

Indicate below that Bidder agrees to the living wage requirement. Failure to agree shall result in proposal disqualification.

☒

YES

☐

NO

SECTION 12 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name of Bidder's Authorized Representative: Fran Martinelli	Title of Bidder 's Authorized Representative: C.E.O. - Franmar Corp
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SECTION 13 - SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification.

Name of Bidder’s Authorized Representative: Fran Martinelli	Title of Bidder ’s Authorized Representative: C.E.O
---	---

APPENDIX C ELECTRONIC COST PROPOSAL FORM

Failure to submit Appendix C, Electronic Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form shall be completed in its entirety. All corrections on the Cost Proposal Form shall be initialed.

GROUP 1: REGULAR SERVICES					
Item	Description	Estimated Annual Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
1	TYPE A2 School bus with air conditioning (30-47 capacity) – within Miami-Dade County	100	Hourly	\$ 58.00	\$ 5800.00
2	TYPE A2 School bus with air conditioning (30-47 capacity) – to and from Broward County	100	Hourly	\$ 58.00	\$ 5800.00
3	TYPE A2 School bus with air conditioning (30-47 capacity) - to and from Palm Beach County	100	Hourly	\$ 58.00	\$ 5800.00
4	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. within Miami-Dade County	10	Hourly	\$ 58.00	\$ 580.00
5	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Broward County	10	Hourly	\$ 58.00	\$ 580.00
6	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Palm Beach County	10	Hourly	\$ 58.00	\$ 580.00
GROUP 2: EMERGENCY SERVICES					
Item	Description	Estimated Annual Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
7	TYPE A2 School bus with air conditioning (30-47 capacity) – within Miami-Dade County	25	Hourly	\$ 58.00	\$ 1450.00
8	TYPE A2 School bus with air conditioning (30-47 capacity) – to and from Broward County	25	Hourly	\$ 58.00	\$ 1450.00
9	TYPE A2 School bus with air conditioning (30-47 capacity) - to and from Palm Beach County	25	Hourly	\$ 58.00	\$ 1450.00
10	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. within Miami-Dade County	8	Hourly	\$ 58.00	\$ 464.00
11	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Broward County	8	Hourly	\$ 58.00	\$ 464.00
12	TYPE A1 School bus with air conditioning (19-29 capacity) equipped with wheel chair lift. to and from Palm Beach County	8	Hourly	\$ 58.00	\$ 464.00
TOTAL (Line items 1-12)					\$ 24,882.00

Franmar Corporation

P.O. Box 970783 Miami, Florida 33197

Office Location: 19301 SW 108 Avenue Miami, Florida 33157

(305) 253-5086 Fax (305) 253-8427



**School Bus Transportation &
Bus Maintenance Services**

PLEASE CONSIDER THIS REGARDING THE DATE OF MANUFACTURE OF THE BUSES:

As a vendor for the Miami Dade County Public Schools, we are required to have a monthly inspection at the County Bus Terminal.

The list of things checked is voluminous and conforms to all specifications set forth by the state of Florida and the Federal DOE and DOT. Our bus can be failed for something as small as a tear in the seat or the thickness of the padding as well as all mechanical features on the bus. Brand new buses are upwards of \$100,000. and we have found that newer buses have more problems than the older ones.

A vendor (Franmar included) will purchase a bus and then actually rebuild the whole thing so that it can be utilized for county work. Every 28 days the bus has to be gone over with a fine-tooth comb so that it can pass inspection. If the bus fails, we fix the failed item and take it back to inspection.

MDCPS does change the eligible years. This year we cannot use any bus older than 2002.

We have worked for the City of Miami Beach for many many years transporting camp children, seniors, and special events.

PLEASE CHECK OUR RECORD OF BREAKDOWNS before you dismiss the older buses. **The proof is there.**

Thank you for your consideration.

Fran Martinelli
CEO for Franmar Bus Company

**FRANMAR CORP.
LIST OF VEHICLES
REVISED February 12, 2021**

YR	VEH MAKE	Tag #	VIN #	Bus #	TYPE	Transponders
2000	INT'L	MIL39A	1HVBABN1YH285929	#66	AC	1483716001102
2003	INT'L	MIL43A	4DRBRAAN13A949873	#69	AC/SB	1092617701107
2005	ICCO	MIR43X	4DRBUAAN45A977927	#82	AC/SB	0008660210100
2003	INT'L	MIL42A	1HVBBAAN53H580963	#92	AC/SB	
2000	INT'L	MIQ89F	1HVBBAAN8YH321942	#74	AC/SB	1092619201106
1992	FORD	MIQ90F	1FDXJ75C0NVA21458	#95	AC/SB	1092620001104
1992	FORD	MIL46A	1FDXJ75C9NVA21460	#97	AC/SB	1092616501102
2005	INT'L	MIL50A	4DRBUAAN56A164582	#75	AC/SB	1092617801106
2006	INT'L	MIL40A	4DRBUAAN76A162798	#80	WC/ AC/SB	1021549601104
2006	INT'L	MIL44A	4DRBUAAN56A298394	#81	WC/ AC/SB	1021549801102
1996	INT'L	MIQ87F	1HVBDABN9TH377891	#84	WC/ AC/SB	0494441901103
1996	INT'L	MIP77W	1HVBDABN6TH377945	#85	WC/ AC/SB	0144100801108
2008	INT'L	MIL64G	4DRBUAANO8B652528	#77	AC/SB	1092616201105
2003	INT'L	MIQ86F	1HVBBAANX3H580960	#94	AC/SB	1092617101103
2005	ICCO	MIL62G	4DRBUAANX5A977995	#35	AC/SB	0094888510102
2003	INT'L	MIN82P	1HVBBAAN23H580967	#90	AC/SB	1483715901106
1998	THOMAS INTL	MIT66P	1HVBBAAN5WH517141	#58	AC/SB	1092620801106
2002	Freightliner	MIP60F	4UZAAXAK12CJ34099	#86	AC/SB	0144026901100
2003	INT'L	MIM43U	4DRBRAAN23A957707	#88	AC/SB	0144101401109
2001	Freightliner	MIL45A	4UZ6CJAA51CG83472	#54	AC/SB	0488798001106
2001	THOMAS INTL	MII65G	4UZ6CJAA1CG93687	#51	AC/SB	1483714901109
2004	BLUE BIRD	MIL76G	1HVBBABN84H613311	#36	AC/SB	0097063210103
1993	FORD	MIM86K	1FDXJ75C3PVA05743	#48	AC	1092620101103
2005	INT'L	ELRW03	4DRBUAAN65A978013	#78	AC/SB	0097149710109
2003	INT'L	HDBZ80	4DRBRABN23B957585	#60	AC/SB	0681508501101
2003	Freightliner	HFHC05	4UZAAXAK83CK30569	#45	AC/SB	0681833601103
2002	INT'L	MIP37M	1HVBABN2A943114	#49	AC/SB	0144101801105
2003		HFHA18	4DRBRABN93B957583	#63	AC/SB	144043801108
2002	INT'L	MIQ41M	1HVBBABN92H537546	#37	AC/SB	0499868301109
2004	BLUEBIRD	MIL31Z	1HVBBABN84H613308	#38	AC/SB	0097066010106
2006	THOMAS	MIL61G	4UZABRCS36CV52160	#39	AC/SB	0488791201105
2006	Freightliner	MIQ43R	4UZABRCS66CV52153	#40	AC/SB	0499869701102
2006	Freightliner	MIL75G	4UZABRCSX6CV52169	#42	AC/SB	0486225801101
2006	Freightliner	MIL63G	4UZABRCS46CV52152	#43	AC/SB	0477448701107
2007	THOMAS	MIL74G	4UZABRDC47CX43238	#99	AC/SB	0499869801101
2003	Freightliner	MIR32X	4UZAAXAK33CL69976	#33	AC/SB	0008549010100
2004	ICCO	MIR31X	4DRBRAAN04971543	#34	AC/SB	0145333201105
2004	ICCO	MIR44X	4DRBRAANX4A962445	#30	AC/SB	0008538410100
2005	ICCO	MIR42X	4DRBUAAN65A977928	#31	AC/SB	0008548610107
2006	THOMAS	MIS33D	4UZABRCS66CV56509	#25	AC/SB	0097148410105
2006	THOMAS	MIS32D	4UZABRCS56CV56503	#26	AC/SB	0097146310102
2005	ICCO	MIR36X	4DRBUAAN45A977930	#27	AC/SB	0094909810101
2003	THOMAS	MIS31D	4UZAAXAK33CK55427	#28	AC/SB	0097083710106
2003	ICCO	MIL37A	4DRBRABN33B957546	#29	AC/SB	0097094010109
2006	ICCO	MIS37D	4DRBUAAN96A200032	#22	AC/SB	0097083110102
2004	ICCO	MIS36D	4DRBRAAN14A971518	#23	AC/SB	0045754010109
2006	THOMAS	MIS35D	4UZABRCS06CV56506	#24	AC/SB	0067059610101
2003	ICCO	MIS42D	4DRBRABN73B957565	#19	AC/SB	0067056610100
2003	ICCO	MIS40D	4DRBRABN03B957584	#20	AC/SB	0096973910109
2002	AMRT	MIS41D	1HVBRABN12A943096	#21	AC/SB	0097130610108
2007	BLUB	MIS51K	1BAKGCKA57F245065	#83	AC/SB	0138029510102

2006	THOMAS	MIP76W	4UZABRCS56CV27700	#62	AC/SB	0138017210102
2007	THOMAS	MIP73W	4UZABRCS67CX69526	#07	AC/SB	0138016210105
2006	THOMAS	MIQ88F	4UZABRCS76CV27696	#06	AC/SB	0138016310104
2000	INTL	MIR03M	1HVBBAAN0YH321949	#71	AC/SB	1092619901109

**TO REQUEST FIELD TRIPS/ACTIVITIES TO MIAMI-DADE COUNTY PUBLIC SCHOOLS
PLEASE SUBMIT FORM # FM-1596 TO THE CORRESPONDING TRANSPORTATION
CENTER FOR YOUR SCHOOL.**

Updated: 10/1/2020

THE FOLLOWING IS THE CURRENT LIST OF PRIVATE SCHOOL BUS SERVICES WHICH ARE APPROVED TO OPERATE ROUTES, FIELD TRIPS, AND ACTIVITY TRIPS FOR MIAMI-DADE COUNTY PUBLIC SCHOOLS AS OF THIS DATE. THIS LIST IS UPDATED PERIODICALLY.

1. A + Kiko & Kika School Bus Service

2110 SW 20 Street.

Miami, Florida 33145

Cell: 305-219-2342

Phone: 305-856-6832

Ms. Celeste Rodriguez

Email: kikoandkikabus@gmail.com

(mailto:kikoandkikabus@gmail.com)

Website: (http://www.kikoandkika.com/)www.kikoandkika.com

(http://www.kikoandkika.com/)

2. ABC School Bus Service, Inc

5137 SW 140 Terrace

Miramar, FI 33027

Phone: 786-429-3741

Mr. Abdiel Vera

email: ABCschoolbus@outlook.com

(mailto:ABCschoolbus@outlook.com)

Website: www.abcschoolbus.com

2. A Plus Bus USA, Corp.

d.b.a. A Plus School Bus

8010 N.W. 56 Street.

Doral, Florida 33166

Phone: 786-273-7287

Fax: 786-269-2282

Mr. Miguel Izquierdo

E-mail: info@aplusbus.com (mailto:info@aplusbus.com)

Website: www.aplusbus.com (http://www.aplusbus.com/)

3. Air B School Bus Transportation, Inc.

6241 S. W. 16th Terrace. Miami, Florida 33155

Phone: (305) 267-1001 or 305-264-7579

Fax: (305) 267-3139 /305-264-6848

Mr. Henry Beltran/Ms. Naday Beltran
(mailto:info@airbbus.com)

E-Mail: info@airbbus.com

4. ADT Transportation, Inc.

4310 N. W. 185 Street.

Carol City, Florida 33055

Phone: (305) 625-7710

Fax: (305) 359-5407

Cell: (786) 285-8752

Text: 786-419-3122

Ms. Anita Trujillo
(mailto:ADTTransport@gmail.com)

E-Mail: ADTTransport@gmail.com

5. A1A Transportation, Inc

4749 Orange Drive . Davie, Florida 33314

Phone: 305-685-8040 or 954-584-5877

Mr. Ricardo Love E-Mail reservations@A1Atransportation.com
(mailto:reservations@A1Atransportation.com)

Website: www.A1ATRANSPORTATION.COM (<http://www.a1atransportation.com/>)

6. Carlos & Susanna School Bus Service

6241 S.W. 16 Terrace, Miami, Florida 33155

Phone: (305) 261-8571

Fax: (305) 266-2284

Mr. Henry Beltran
(mailto:info@airbbus.com)

E-Mail: info@airbbus.com



19301 S. W. 108 Avenue, Miami, Florida 33177

Phone: (305) 253-5086

Fax: (305) 253-8427

Cell: 305-878-4912

Ms. Fran Martinelli/Sabrina/Michelle
(mailto:booking@franmarbus.com)

E-Mail: booking@franmarbus.com

8. J & M Vera School Bus Service Inc.

2597 W. 70 Street. Hialeah, Florida 33016

Mr. Jose Vera

Phone: 305-822-0615

Cell: 305-345-1144

Website: www.veraschoolbus.com (<http://www.veraschoolbus.com/>)

Email: Jmverabus@gmail.com (mailto:Jmverabus@gmail.com)

9. Maranata School Bus Service Corporation

7161 S. W. 7 Street, Miami, Florida 33144

Phone: (305) 264-8423 Fax: (305) 260-0732 Cell: 305-773-5436

Mr. Ulises Arias E-Mail: UlisesArias@Maranataschoolbusservice.com
(mailto:UlisesArias@Maranataschoolbusservice.com)

Website: www.MARANATASCHOOLBUSSERVICE.COM
(<http://www.maranataschoolbusservice.com/>)

11. Mercedes Orellana School Bus Service, Inc.

8847 NW. 110th Street. Hialeah Gardens, Florida 33018

Phone: 305-556-5771

Cell: 786-419-0337

Ms. Mercedes Orellana E-Mail: ORELLANAM@BELLSOUTH.NET
(mailto:ORELLANAM@BELLSOUTH.NET)

12. Munoz School Bus Service

2838 Village Green Drive. Miami, Florida 33175

Fax: (305) 982-2837

Cell: (305) 338-2236

Ms. Millie Muñoz Cell: (305) 282-6694 E-Mail: Radames53@hotmail.com
(mailto:Radames53@hotmail.com)

13. M & M Marroquin Bus Service, Inc.

2930 SW 17th Street. Miami, FL 33145

Phone: 305-446-0246/ 305-773-1276

Mr. Andres Jomarron 786-236-1544

Marco A. Marroquin
(mailto:MMbuservice@yahoo.com)

Email: MMbuservice@yahoo.com

Do not contract with companies which do not appear on this list, under any circumstances. If a company does not appear on the above list, it is not approved to provide school bus transportation to M-DCPS students at this time. Principals are responsible to ensure that approved contracted buses have inspection decals, and driver credentials are up to date before any field trips or activity trips take place. The Use of Metro buses is not approved by Miami-Dade County Public Schools. Questions concerning this e-mail should be directed to the Department of Procurement Management at 305-995-1621.

WE ARE NO LONGER ACCEPTING ANY NEW SCHOOL BUS SERVICE VENDORS.

WE ARE ACCEPTING THE YELLOW SCHOOL BUS INSPECTION STICKER FROM BROWARD COUNTY PUBLIC SCHOOLS, ALONG WITH OUR MIAMI-DADE COUNTY PUBLIC SCHOOLS CURRENT RED INSPECTION STICKER.

ATTACHMENT D
INSURANCE REQUIREMENTS

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
Darthvade

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.