

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20070415

1. ACTION REQUESTED/PURPOSE: Approve project # PB070318 the utilization (piggyback) of the City of Cape Coral's quote no. PR-071106-69 which was awarded to A&S Transportation Company, which has gone through their competitive bidding process, to provide transportation throughout the year for the various programs provided by the Department of Parks and Recreation. Also request permission to continue to utilize this piggyback for any renewal periods between the City of Cape Coral and the awarded vendor. Parks and Recreation anticipates spending approximately \$170,000.00 per year.

2. FUNDING SOURCE: Fund – Municipal Services Taxes Unit (MSTU); Parks and Recreation; Parks and Recreation Operations; Public Transportation or Vehicle Rental.

3. WHAT ACTION ACCOMPLISHES: Allows Lee County to provide transportation for all the various programs throughout the year at a very competitive rate.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: CITA		6. Meeting Date: APR 03 2007
7. Agenda: <input checked="" type="checkbox"/> Consent Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	AC-4-1
	<input type="checkbox"/> Other	
		9. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarborough</u>

10. Background: On February 26, 2007 the Division of purchasing received a request from the Parks & Rec Dept to utilize the contract established by the City of Cape Coral to provide transportation for the various functions provided by the Dept of Parks & Rec. Purchasing has reviewed and verified both the specification and the award information. In addition the City of Cape Coral has granted permission to utilize the contract.

Funding is available: KH5722015500.504005

Please see attachments:

- (1) Department request to piggyback
- (2) City of Cape Coral's Tabulation Sheet
- (3) City of Cape Coral's Specifications
- (4) City of Cape Coral's Recommendation of Award
- (5) Permission from Vendor

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
<i>3/20/07</i>	<i>Just Sheehan 3/20/07 K. Ciccardelli 3/20/07</i>			<i>for scheduling: S. Bourne 3/20/07</i>	<i>Analyst 3/21/07</i>	<i>Risk 3/21/07</i>	<i>Grants 3/21/07</i>	<i>Mgr 3/21/07</i>	<i>AS to VHA 3/21/07</i>

12. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: *OH*

3/21 *9:45 AM*

COUNTY ADMIN FORWARDED TO: *PL*

3-21-07

11:30 AM

Rec. by CoAtty

Date: *3/20/07*

Time: *3:10 PM*

Forwarded To: *CAD 3/21/07 8:30 AM*

ATTACHMENT 1

Ciccarelli, Kathryn L.

From: Derums, Deborah E.
Sent: Friday, February 16, 2007 2:03 PM
To: Ciccarelli, Kathryn L.
Cc: Mitar, Cindy; Flanjack, Alise P. (FLANJAAP); Michael B
Subject: summer transportation
Attachments: Parks & Rec Contract Award.pdf; Transportation_for_Youth_Programs_Bid06.PDF; Transportation_for_Youth_Programs_Bid06_Notice_of_Intent.PDF

Kathy

If my memory serves me right, you were the one who handled the summer bus bid a few years ago when it was awarded to Good Wheels, who further failed to provide the proper insurance. At the time, none or of the other bidders had enough buses to meet our need, forcing us to return to the school board.

Last week, I was approached by A & S transportation (Michael), which was also one of our original bidders and has now increased his bus fleet to over 70 buses. A & S Transportation has just been awarded the formal bid with the City of Cape Coral to provide their summer transportation. As part of the Cape's bid process, Lee County is part of the Cooperative Purchasing (see pg. 20 of attached bid specs) so we should be able to piggy back.

A & S Transportation's prices are less then we currently pay to the School Board.

Please advise on what my next step should be. I have approval to proceed from John Yarborough and Barbara Manzo. Do I do a PO along with a Blue sheet, or since this is money we already spend (currently school board) is a PO all we need? This year camp will be 10 weeks (instead of the normal 8) so I am anticipating close to \$150,000 on summer buses. Camp revenues exceed camp expenditures. I will have a better idea on anticipated costs when I get the field trip schedules from staff. I will have this by mid March.

Michael with A & S is sending me a copy of their certificate of insurance which I will forward to Mike in Risk.

I have attached the documents from the City's bid for your information.

Thanks and have a great weekend.

Debbie Derums, CPRP, MPA

Manager
Lee County Parks and Recreation
3410 Palm Beach Blvd
Fort Myers, FL 33916
www.leeparks.org
derumsd@leegov.com
(239) 461-7478 (office)
(239) 461-7450 (fax)
(239) 229-0524 (cell)

It Starts in Parks

Lee County Parks & Recreation...The Natural Place to Play

3/19/2007

ATTACHMENT 2

**CITY OF CAPE CORAL
TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
INVITATION TO BID #PR071106-69
OFFICIAL TABULATION SHEET**

Vendor Name & Address:	Total Hourly Charge	Per Mile Charge	Minimum Hours Required
A & S Transportation 649 Burnt Pine Drive Naples, FL 34102	\$47.00 per bus	\$1.35 per bus	4 hours per day

Recommendation:

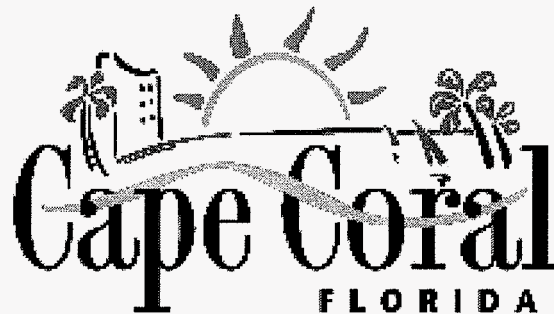
A & S Transportation

**CITY OF CAPE CORAL
INVITATION TO BID**

FOR

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

PR-071106-69



**CITY OF CAPE CORAL
1015 CULTURAL PARK BOULEVARD
CAPE CORAL, FLORIDA 33990**

**Bid Issue Date: June 16, 2006
Pre-Bid Date: June 27, 2006
Bid Due Date: July 11, 2006**

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
TABLE OF CONTENTS

SECTION	TITLE	PAGES	PAGE NUMBERS
TOC.....	Table of Contents.....	1.....	1
BD.....	Bid Documents.....	1.....	2
LN.....	Legal Notice.....	1.....	3
ITB.....	Invitation to Bid.....	2.....	4-5
NBF.....	No Bid Response Form.....	1.....	6
PP.....	Bid Protest Procedures.....	1.....	7
PEC.....	Sworn Statement on Public Entity Crimes.....	2.....	8-9
PI.....	Project Identification form.....	1.....	10
NCA.....	Non-Collusive Affidavit.....	1.....	11
ICB.....	Form 3A Interest in Competitive Bid for Public Business.....	1.....	12
IR.....	Acknowledgement of Insurance Requirements form.....	1.....	13
B.....	Official Bid Proposal form.....	2.....	14-15
BS.....	Bid Security Requirements form.....	1.....	16
C.....	Draft Contract.....	3.....	17-19
GC.....	General Conditions.....	3.....	20-22
TS.....	Technical Specifications.....	4.....	23-26

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

BID DOCUMENTS

The City of Cape Coral **REQUIRES** the following documents to be returned with **ALL BIDS** in order for a Bid to be considered "Responsive":

1. **Completed** Invitation to Bid [original and four (4) copies]
2. **Completed and Signed** Official Bid Proposal Form [original and four (4) copies]
3. **Completed and Signed** Bid Security Requirements Form
4. Bid Security
5. **Completed and Signed** Sworn Statement on Public Entity Crimes
6. **Completed** Project Identification form (if applicable)
7. **Completed and Signed** Non-Collusive Affidavit form
8. **Completed and Signed** Form 3A Interest in Competitive Bid for Public Business
9. **Signed** Acknowledgement of Insurance Requirements form
10. Copy of License(s) Applicable for Performance of Work

WARNING

FAILURE TO RETURN ALL OF THE ABOVE REQUIRED ITEMS WITH A BID PROPOSAL MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE, AND MAY NOT BE CONSIDERED FOR AWARD.

The City of Cape Coral provides these items in all bid packages. If for any reason you do not receive these items with your bid packet, OR if you obtained your packet from anyone other than the City of Cape Coral Procurement Division or Demand Star, contact the Procurement Division at once at (239) 574-0831 **PRIOR TO** the scheduled Bid Opening to obtain the necessary documents.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CITY OF CAPE CORAL

LEGAL NOTICE

CALL FOR BIDS

The City of Cape Coral, Florida will receive bids for providing Transportation Services for Youth Programs in accordance with the specifications on file.

In accordance with the specifications on file in the Procurement Division.

Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd., Cape Coral, Florida 33990.

PRE BID MEETING: Tuesday, June 27, 2006 @ 2:00 p.m., Conf. Rm #252

BID OPENING TIME: Tuesday, July 11, 2006 @ 2:00 p.m., Conf. Rm. #252

BIDS MUST BE DATE STAMPED AT THE OFFICE OF THE PROCUREMENT DIVISION NO LATER THAN THIRTY (30) MINUTES PRIOR TO THE SCHEDULED BID OPENING. BIDS PRESENTED AFTER THAT TIME WILL BE REFUSED.

All bids are to be submitted and addressed **ONLY** to PROCUREMENT DIVISION, ATTN: PROCUREMENT MANAGER. BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

MAILING ADDRESS

City of Cape Coral
Procurement Division
PO Box 150027
Cape Coral FL 33915-0027

PHYSICAL ADDRESS

PROCUREMENT DIVISION
Cape Coral City Hall
1015 Cultural Park Blvd.
Cape Coral FL 33990

ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID

The City reserves the right to reject any or all bids in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

By Order of the City Manager

Bonnie J. Vent, City Clerk

RUN: Friday, June 16, 2006

City of Cape Coral Procurement Division, PO Box 150027, Cape Coral FL 33915-0027
(239) 574-0831

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

**CITY OF CAPE CORAL
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

BIDS WILL BE OPENED: Tuesday, July 11, 2006		BID NO. PR-071106-69
AGENCY MAILING DATE June 16, 2006	BID TITLE TRANSPORTATION SERVICES FOR YOUTH PROGRAMS	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER		
VENDOR NAME		
VENDOR MAILING ADDRESS		
CITY, STATE & ZIP		
TELEPHONE NUMBER	FAX NUMBER	
TOLL FREE NUMBER		
E-MAIL ADDRESS		

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements. In submitting a bid to the City of Cape Coral, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Cape Coral all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Cape Coral. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

INVITATION TO BID: The Invitation to Bid, Official Bid Form, Bidder Information, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this bid and by reference are made a part thereof. This Official Bid Form **MUST** be signed and returned with Bid.

PURPOSE: It is the purpose and intent of the Invitation to Bid to secure bids for item(s) and/or services as listed herein for the City of Cape Coral, Florida, hereinafter called the City.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the above addresses, the date and time of the bid opening and bid number. Bids not submitted on the attached Official Bid Form shall be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

1. **EXECUTION OF BID:** The Official Bid Form must contain a manual signature of an authorized representative. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his/her bid price must be initialed.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

2. **AWARD:** The City Council reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids; to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be in the best interest of the City. Following complete investigation of each bid received by the City, the City Council reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the City.
3. **PRICES:** Bidder warrants by virtue of bidding that any orders placed within the bid period shall be honored at the prices, items and conditions quoted in his/her Official Bid Form. When a yearly quote is being obtained, bidder must contractually commit that bid amount on bid form is firm with no escalation in unit price or otherwise for 365 days from award date. Prices must be stated in units of quantity specified in the bid specifications. In case of discrepancy in computing the amount of the bid, the unit price will prevail.
4. **LIABILITY INSURANCE:** Where bidders are required to go onto City property to deliver materials or perform work or service as a result of bid award, the bidder assumes full duty obligation and expense of obtaining all necessary insurance. Insurance requirements are identified in specifications.
5. **TAXES:** The City is exempt from any taxes. State Exemption Certificate available upon request. State Sales Tax Exemption Certificate Number 85-8012589883C-5.

ALL BIDS AND RFPs WILL BE RECEIVED BY THE PROCUREMENT DIVISION.

MAILING ADDRESS

CITY OF CAPE CORAL
PROCUREMENT DIVISION
PO BOX 150027
CAPE CORAL, FL 33915-0027

PHYSICAL ADDRESS

CITY OF CAPE CORAL
PROCUREMENT DIVISION
1015 CULTURAL PARK BLVD
SECOND FLOOR ROOM 230
CAPE CORAL, FL 33990

ALL BIDS WILL BE PUBLICLY OPENED AT THE DESIGNATED TIME AND LOCATION SPECIFIED WITHIN THE LEGAL NOTICE.

BIDS MUST BE RECEIVED NO LATER THAN THIRTY (30) MINUTES PRIOR TO THE SCHEDULED BID OPENING.

BID DOCUMENTS

THE CITY OF CAPE CORAL REQUIRES THE FOLLOWING DOCUMENTS TO BE RETURNED WITH ALL BIDS IN ORDER FOR A BID TO BE CONSIDERED "RESPONSIVE":

1. COMPLETED INVITATION TO BID FORM - BIDDER ACKNOWLEDGEMENT
2. SIGNED OFFICIAL BID PROPOSAL FORM (**ORIGINAL AND FOUR COPIES**)
3. SIGNED BID SECURITY REQUIREMENTS FORMS & BID SECURITY- (**IF APPLICABLE**)
4. SIGNED SWORN STATEMENT ON PUBLIC ENTITY CRIMES
5. SIGNED NON-COLLUSIVE AFFIDAVIT
6. SIGNED FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (**IF APPLICABLE**)
7. CERTIFICATE OF INSURANCE
8. COPY OF LICENSE(S) APPLICABLE FOR PERFORMANCE OF WORK
9. COMPLETED QUALIFICATION QUESTIONNAIRE (**IF APPLICABLE**)
10. **CONSTRUCTION PROJECTS ONLY: COMPLETED TRENCH SAFETY FORM**

FAILURE TO RETURN ALL OF THE ABOVE **REQUIRED** ITEMS WITH A BID MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE AND, IF SO, WILL NOT BE CONSIDERED FOR AWARD.

The City of Cape Coral provides these items in all bid packages. If for any reason you did not receive these items in your bid package, OR if you obtained your package from anyone other than the City of Cape Coral Procurement Division, contact the Procurement Division at once at 239-574-0831 prior to the scheduled bid opening to obtain the necessary documents.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
CITY OF CAPE CORAL
NO-BID RESPONSE FORM

For purposes of maintaining an accurate bidder's list and facilitating your firm's response to our invitation for bid, we are interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bid.

If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) listed below and faxing this form to the Procurement Division at 239-574-0837.

The City of Cape Coral will remove you from our master vendor list after receiving three (3) "NO BIDS" without explanation.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Bid #: _____ Bid Title: _____

We are not responding to this invitation to bid for the following reasons:

1. Not clearly understood
2. Not applicable
3. Too vague
4. Quantities too small
5. Items or materials requested not manufactured by us or available
6. Our items or materials do not meet specifications
7. We are too busy at this time to bid
8. Other

NBF

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CITY OF CAPE CORAL

PROTEST PROCEDURES BID & REQUEST FOR PROPOSALS

1. **Right to Protest:** Any person or firm who is affected adversely by the City's decision or intended Decision may protest to the City Council.
2. **Time Limits and Form of Protest:** A protest with respect to an Invitation for Bids or Request for Proposals shall be submitted in writing to the Procurement Division Manager prior to the opening of bids or the closing date of proposals. A protest of bid shall be filed with the City Procurement Division Manager within five (5) business days (excluding Saturdays, Sundays and Legal Holidays) after the date of mailing of the notice of intent to award the contract. A protest of a Request for Proposals shall be filed with the Procurement Division Manager within seventy-two (72) hours of the date of mailing of notice of ranking from the Selection Advisory Committee. Only those persons or firms who have been interviewed and ranked shall be permitted to file a protest.

A formal written protest shall be filed within ten (10) days after the filing of the initial written notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest within the time limits prescribed herein shall constitute a waiver of the right to protest. Upon the filing of a formal written protest, the contractor or vendor shall post a bond, payable to the CITY OF CAPE CORAL, in an amount equal to five percent of the total bid or estimated contract amount, or five thousand dollars (\$5,000.00), whichever is less. Said bond shall be conditioned upon the payment of all costs, which may be adjudged against the protesting contractor, or vendor in the event the protest is resolved adversely to the protester. An Irrevocable Letter of Credit or other form of approved security, payable to the CITY OF CAPE CORAL, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed.

3. **Hearing:** If the subject of a protest is not resolved by mutual agreement within seven (7) days after receipt of a formal written protest, the matter may, at the option of the City Council, be referred to a hearing officer who shall conduct a hearing within 15 days of receipt of the formal written protest. The hearing officer shall render a recommended order within 30 days after the hearing. The recommended order shall be scheduled on the next Council agenda for final action. If Council so elects, the protest may be heard directly by the City Council.
4. **Stay of Action:** Upon receipt of a formal written protest which has been timely filed, the CITY OF CAPE CORAL shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved either informally or by formal City Council action, unless the City Manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.
5. **Decision; Entitlement to Costs:** If a protest is sustained and it is determined that the protesting Bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to recover from the City the reasonable costs incurred in connection with preparing its bid, but shall not be entitled to recover lost profits or attorney's fees. If a protest is denied, the bidder or offeror shall have ten (10) days to file for a writ of certiorari in Circuit Court in Lee County, Florida.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted
to _____
(Print name of the public entity)
- by _____
(Print individual's name and title)
- for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

- 1. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

PROJECT IDENTIFICATION:

CITY OF CAPE CORAL

TRANSPORTATION FOR YOUTH PROGRAMS

SOCIAL SECURITY NUMBER: _____

To be used only if there is no FEIN.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

NON-COLLUSIVE AFFIDAVIT

State of _____
County of _____

_____, being first duly sworn, deposes and says that he is
_____, the party making the fore-going proposal or bid, that such proposal
(partner or officer of the firm, etc.)

or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by
_____ (name and title of corporate officer) of _____ (name
of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation.
He/she is personally known to me or has produced _____ (type of identification) as identification.

(Signature line for notary public)

(Name of notary type, printed or stamped)

(Title or rank)

My commission expires:

(Serial number if any)

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Fl. Stat. (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
FILING INSTRUCTIONS		
If you are a state officer or employee required to disclose the information above, please file this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00		

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CITY OF CAPE CORAL
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance: The following insurance will be required by the CITY OF CAPE CORAL. Any questions regarding the insurance requirements should be directed to the Risk Manager, (239) 574-0529.

Workers' Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000.00 each accident.

Comprehensive General Liability: Shall have minimum limits of \$3,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$3,000,000.00 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership.

Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities.

Statement of Offeror:

We understand the requirements requested and agree to fully comply.

OFFEROR'S NAME AND TITLE

AUTHORIZED SIGNATURE

DATE

IR

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
CITY OF CAPE CORAL
OFFICIAL BID PROPOSAL
TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
PAGE 1 OF 2

BID NUMBER: PR-071106-69

DATE: _____

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____

Addendum # _____

Addendum # _____

Bid Title: TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

MINIMUM HOURS REQUIRED (Per Day) : _____

TOTAL BID \$ _____

PRICE QUOTED SHALL BE EFFECTIVE FOR NINETY (90) DAYS FROM BID OPENING DATE, AND THEREAFTER IF ACCEPTED BY THE CITY FOR THE TERM DESIGNATED IN THIS PROPOSAL.

COMPANY _____

ADDRESS _____

SIGNATURE _____

NAME (PRINTED) _____

PHONE NO. _____

TITLE _____

FAX NO. _____

EMAIL _____

**TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
BID SECURITY REQUIREMENTS FORM**

Each person or entity submitting a sealed bid is required to post bid security in an amount equal to 5% of the total base bid or amount identified in the special conditions. The security shall be payable to the City of Cape Coral and may be in the form of a bid bond, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes.

The bid security of each bidder will be held by the city during the bid evaluation period. After the bid is formally awarded by City Council, the unsuccessful bidders who posted security other than a bid bond will have their security returned to them no later than ten (10) days after the bid award.

The bid security of the successful bidder will be held by the City until such time as the bidder executes the written contract with the City. If the bidder fails or refuses to execute the contract in accordance with the bid documents or fails or refuses to provide any other instruments required by the bid specifications (i.e. performance bond, insurance, etc.), the bid security shall be forfeited to the City.

Bids shall be unconditionally accepted and may not be altered or corrected by the bidder. Erroneous bids may be withdrawn only with permission of City Council and subject to the restrictions contained in Section 2-144(a) (9) of the City Code. If a bidder requests to withdraw his or her bid without meeting the requirements of Section 2-144(a) (9) of the City Code and/or without City Council approval, the City may retain the bid security or take action against any bid bond which is posted as security.

The Bidder agrees to the bid security requirements as listed above.

BID # _____ DATE _____

Attached hereto is a bid security in the form of a

_____ for the sum of _____
(Security Type: Bond, Cashier's Check, Etc.)

Dollars (\$ _____).

FIRM NAME: _____

ADDRESS: _____

Signature

Name (Printed)

Official Title

Authorized under the laws of the State of _____ and authorized by the law to submit this bid and perform all services and/or furnish materials and equipment required under the contract documents.

BS

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CONTRACT #

Page 1 of 3

THIS CONTRACT is made this _____ day of _____ 2006 by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and _____ doing business as a _____, hereinafter called "**CONTRACTOR**".

WITNESSETH: that for and in consideration of the payments and agreements mentioned hereinafter:

1. The Contractor will provide the City with Transportation Services for Youth Programs, as provided for in the Contract Documents at the prices outlined on the Official Bid Proposal form submitted by the Contractor.
2. The Contractor will furnish all of the supplies necessary for the completion of the service described.
3. The Term of this Contract shall be for one year from effective date. The contract may be renewed for two (2) additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.
4. This Contract may be terminated by the City when:
 - A. Funds are not appropriated or available for its purpose;
 - B. Sub-standard or non-performance of contract provisions by the Contractor.
 - C. For any reason. A thirty (30) day written cancellation notice will be issued by the City.
5. The term "Contract Documents" means and includes the following:
 - A. The detailed specifications set forth in the Invitation to Bid.
 - B. The Contractor's response on the Official Bid Proposal Form set forth in the Invitation to Bid.
 - C. This Contract as well as all other documents attached hereto and/or referenced herein.

In the event of any conflict between the terms and conditions set forth in the Contract Documents and any other document, the terms and conditions of the Contract shall control.
6. All time limits stated in the Contract Documents are of the essence of the Contract.
7. The City will process for payment correct invoices for satisfactory materials and/or services received and accepted by the City.
8. This agreement may not be assigned except at the written consent of the City, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.
9. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
10. The City of Cape Coral, Parks and Recreation Director or his representative, shall administer this agreement for the City.
11. This agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to the venue in Lee County, Florida for any litigation pertaining to this contract.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CONTRACT #

Page 2 of 3

12. No amendment or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
13. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
14. The Contractor shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this contract.
15. Auditable records shall be maintained concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the requirements. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

(this section intentionally left blank)

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CONTRACT #
Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement on the date last signed as below written.

ATTEST:

Bonnie J. Vent
City Clerk

OWNER:

City of Cape Coral, Florida

Authorized Signature
Terrance Stewart, MPA
Printed Name
City Manager
Title

Date

ATTEST:

State of _____
County of _____

The foregoing instrument was
acknowledged before me this
____ day of _____, 2006
by _____
who is personally known to me OR
produced _____
as identification.

Signature of Notary

(SEAL)

CONTRACTOR:

Authorized Signature
Printed Name
Title
Date

AFFIX CORPORATE SEAL:

LEGAL REVIEW:

Dolores Menendez
City Attorney

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
CITY OF CAPE CORAL
TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
GENERAL CONDITIONS
Page 1 of 3

SCOPE

The City of Cape Coral is soliciting bids to establish a contract for the purpose of obtaining Transportation Services for Youth Services. Buses must meet all required safety regulations. All drivers must be properly certified. It is the intent of the City of Cape Coral to select and contract with one firm for the services requested, but reserves the right to reject any and all submitted bids, award to more than one firm, or to limit the scope of the award. The City reserves the right to request additional information from bidders as deemed necessary.

TERM

This bid shall establish a fixed-price term contract for a one-year period with two one-year options to renew, at the same terms and conditions, upon mutual agreement of both parties.

CONTRACT

The City of Cape Coral will require that the awarded bidder execute a written contract prior to the issuance of a purchase order. A sample copy of the contract is included in this package.

BID PRICE

Bid price shall include all charges incurred in delivery of the requested services.

COOPERATIVE PURCHASING

The City of Cape Coral participates in cooperative purchasing agreements; it is hereby made a part of this Invitation to Bid that the submission of any bid in response to this advertised request constitutes a bid made under the same conditions, for the same contract price, to the other governmental entities in the S.W. Florida Cooperative Purchasing Consortium. The following entities are included in the S.W. Florida Cooperative Purchasing Consortium:

Charlotte County	Collier County
Port Authority of Lee County	City of Naples
City of North Port	School Board of Collier County
Hendry County School Board	Lee County
City of Ft. Myers	School Board of Lee County
City of Marco Island	City of Punta Gorda

Each government agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this bid.

VENDOR QUALIFICATIONS

Bids will be considered only from firms normally engaged in the services of the items specified herein. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Cape Coral.

The City reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions.

The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation, indicates inability of the bidder to perform.

DEVIATIONS FROM SPECIFICATIONS

Bidder shall clearly indicate on the Official Bid Proposal as applicable all areas in which the proposed items do not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CITY OF CAPE CORAL
TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
GENERAL CONDITIONS

Page 2 of 3

PUBLIC ENTITY CRIMES

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

BID SECURITY

Each person or entity submitting a sealed bid is required to post bid security in an amount equal to 5% of the total base bid or amount identified in the special conditions. The security shall be payable to the City of Cape Coral and may be in the form of a bid bond, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes.

VENDOR REGISTRATION

In accordance with Article VII Division 1 Section 2-145 of the City of Cape Coral Ordinance prior to bid award, a bidder must complete the vendor registration process. Application forms may be obtained by contacting the Procurement Division at (239) 574-0831 or by accessing the City's website at www.capecoral.net and clicking on "Quick Links", "Request for Bids", then "Vendor Registration".

RULES, REGULATIONS, LAWS, ORDINANCES, PERMITS & LICENSES

Permits and licenses necessary for the performance of this work shall be secured and paid for by the awarded vendor(s) prior to execution of the contract or purchase order.

The awarded firm shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

CANCELLATION

The resulting contract may be cancelled at any time during the period by the City of Cape Coral for the following:

- A. For any reason.
- B. Non-performance or substandard performance on the part of the contractor.
- C. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

A thirty (30) day written cancellation notice will be issued by the City.

TAX EXEMPTION

The City of Cape Coral, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. The awarded vendor will be provided a copy of the City of Cape Coral's Certificate of Exemption (85-8012589883-5) upon request.

INSPECTION

Upon receipt, a City representative prior to acceptance shall inspect each shipment for condition and specification compliance. If the shipment has to be rejected for any reason, the seller shall be required to pick up the shipment at point of delivery at no charge to the City.

INVOICES

Invoices must include full item description, unit and extended prices, P.O. number, ordering division, delivery location, quantities delivered and backorder status.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

CITY OF CAPE CORAL
TRANSPORTATION SERVICES FOR YOUTH PROGRAMS
GENERAL CONDITIONS

Page 3 of 3

OTHER CONTRACTS

The City of Cape Coral reserves the right to purchase off of State Contract or any other available contract if deemed to be in the best interest of the City.

DESIGNATED CONTACT

The awarded vendor(s) shall appoint a person or persons to act as a primary contact with the City of Cape Coral. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms of the contract.

Each using facility shall also appoint representatives to become primary contacts for the coordination and execution of the resulting contract.

BID PROTESTS

Protests must be filed in accordance with Article VII Division 1 Section 2-150 of the City of Cape Coral Ordinance.

LOBBYING

All firms and their agents who intend to, or have, submitted bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.

Contact should only be made through regularly scheduled Council meetings, or meetings scheduled through the Procurement Division which are for the purposes of obtaining additional or clarifying information.

Any action, to include dinner or lunch invitations, by a submitting firm that may be interpreted as being within the purview of this requirement shall result in the immediate disqualification from further consideration in this project.

INFORMATION

Any questions concerning this request for bids should be directed to Kim Swartz, Buyer, Procurement Division, by e-mail kswartz@capecoral.net. The Procurement Division will forward questions regarding the technical specifications to the using departments.

Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum. **Failure to acknowledge receipt of addendum may result in rejection of bid. The City will not respond to questions submitted less than five (5) business days prior to the bid due date.**

PRE-BID MEETING

A pre-bid meeting will be conducted at 2:00 p.m. EST on Tuesday, June 27, 2006 at 2:00 p.m. This meeting will be held in conference room #234 on the second floor of the Cape Coral City Hall building, 1015 Cultural Park Boulevard, Cape Coral. Attendance at this meeting is OPTIONAL. All clarifying information presented at this meeting will be provided by an addendum subsequent to the meeting.

EVALUATION & AWARD

Evaluation of the bids will be based on cost, conformance to the specifications, and the ability of the vendor(s) to adequately meet the City's needs.

The City intends on awarding in whole to the lowest responsive, responsible bidder.

OPENING OF BIDS

Bids will be opened publicly at the time and place designated in this Invitation to Bid. The amount of each bid and such other relevant information as the Procurement Manager deems appropriate, together with the name of each bidder shall be recorded.

Sealed bids received by the City are exempt from public disclosure until such time as the City provides Notice of Intent to Award, or within ten (10) days after bid opening.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

SPECIFICATIONS FOR TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

The City of Cape Coral requests the services to provide transportation service for Parks & Recreation Youth Services Programs during Summer Break, Spring Break (approx. 2-3 days), School's Out days (approx 9-11 days), and Winter Break (approx. 2-3 days).

Buses must hold between 60-77 students for daily trips to various Camp locations such as:

- The Yacht Club – 5819 Driftwood Pkwy., Cape Coral, FL 33904
- Mike Greenwells – 35 N.E. Pine Island Rd., Cape Coral, FL 33909
- Sun Splash Waterpark – 400 Santa Barbara Blvd., Cape Coral, FL 33991
- Generations Skating – 2095 Andrea Ln., Ft. Myers, FL 33912
- Coral Lanes – 250 Santa Barbara Blvd., Cape Coral, FL 33991
- Edison Mall – 4125 Cleveland Av., Ft. Myers, FL 33901
- Miracle Baseball – 14400 Six Mile Cypress Pkwy., Cape Coral, FL 33912
- Bell Tower – 5100 Bell Tower Park, Ft. Myers, FL 33912
- AMC Movie – 15201 N. Cleveland Av., N. Ft. Myers, FL 33903
- Smugglers Cove Adventure Golf – 17450 San Carlos Blvd., Ft Myers Beach, FL 33931
- Sea Hawk Park – 1030 N.W. 28th Street, Cape Coral, FL 33993
- Broadway Palm Dinner Theatre – 1380 Colonial Blvd., Ft. Myers, FL
- Cape Coral Library – 921 S.W. 39th Terr., Cape Coral, FL 33914
- Marquee Cinema – 2301 Del Prado Blvd., Cape Coral, FL 33904

The City reserves the right to add additional locations.

Approximate total students per location are as follows:

- 125 Elementary School Students – Four Freedoms Park, 4818 Tarpon Court, Cape Coral, FL 33904
- 150 Elementary School Students – Mariner Middle School, 425 Chiquita Blvd., Cape Coral, FL 33914
(this location to change each summer).
- 200 Middle School Students – Mariner Middle School **(this location to change each summer)**
- 150 Elementary School Students – Charter Elementary – 3415 Oasis Blvd., Cape Coral, FL 33914
- 100 Middle School Students – Charter Middle – 3507 Oasis Blvd., Cape Coral, FL 33914

Specific Requirements

Contractor providing transportation services must ensure that safety requirements of Sections 1006.21-27, Florida Statutes are met. See Appendices A and B.

In addition to these complete chapters of law and rule, several pertinent sections of the law have been included in Appendix C. These include:

- Section 1012.32, F.S. Qualifications of Personnel (Criminal Background Checks)
- Section 1012.45, F.S. School Bus Drivers; Requirements and Duties
- Section 316.159, F.S. Certain Vehicles to stop at all Railroad Grade Crossings
- Section 316.172, F.S. Traffic to Stop for School Bus
- Section 316.183, F.S. Unlawful Speed (including School Buses)
- Section 316.6145, F.S. School Buses; Safety Belts or other Restraint Systems Required
- Section 316.615, F.S. School Buses; Physical Requirements of Drivers

Sections 1006.21-27, 1012.32, and 1012.45, F.S., and Chapter 6A-3, FAC, (see Appendices A and B) contain requirements for the minimum level of safety and service that must be offered; the types of vehicles that may be used for the transportation; inspection, maintenance, and design specifications for vehicles transporting students; requirements for the qualifications and training of drivers; and, requirements for rider safety. In part, these requirements include:

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

- **Approved Vehicles**— A school bus is any vehicle designed to transport more than 10 persons to and from school or school activities, and it must meet federal and state construction standards for a “School Bus.” Essentially, this is the “yellow bus” we are all familiar with, and it is available in various sizes and configurations from 16 to 90-passenger capacity. These standards are specified, pursuant to Section 1006.25, F.S., in Florida School Bus Specifications applicable to the year of manufacture of the bus, available from the Department. These requirements apply regardless of whether the vehicle is owned, operated, rented, leased, or contracted for by the City of Cape Coral, the school district, or a private company. Full size vans are not school buses, do not meet school bus safety standards, and are not approved for use. School buses not specifically built to Florida School Bus Specifications cannot generally be brought into compliance with Florida Specifications without extensive modifications and, therefore, are not approved for use.
- **School Bus Inspection and Maintenance**—All school buses transporting students are required to be inspected at least once each 30 school days that the bus is in operation, according to standards prescribed in the Florida School Bus Safety Inspection Manual available from the Department (Section 1006.22, F.S., and Rule 6A-3.0171, FAC). Buses must be inspected by a state-certified school bus inspector.
- **School Bus Driver Requirements**—Any person operating a school bus transporting students is defined as a school bus driver and must meet state and local requirements. This would include teachers, coaches, parents, volunteers, or other licensed drivers who drive school buses transporting students. The requirements include:
 1. 40 hours of preservice training according to the Basic School Bus Driver Curriculum (available from the Department);
 2. 8 hours of inservice training, annually, related to driving responsibilities;
 3. Participation in a federally-required drug and alcohol testing program;
 4. Possession of a valid Class A or B Commercial Driver License (CDL) with Passenger Endorsement (as required for the size of the school bus);
 5. Possession of a valid Medical Examiner Certificate documenting successful passage of an annual physical examination on a form prescribed by and available from the Department (Form ESE 479);
 6. Criminal background check from the FBI and the Florida Department of Law Enforcement;
 7. Minimum initial employment and semi-annual review of driving history (plus summer school, if applicable) from the Florida Department of Highway Safety and Motor Vehicles for violations and citations; and,
 8. Annual dexterity testing measuring ability to perform basic functions related to driving responsibilities, recorded on a form prescribed by the Department (Form ESE 479).
- **School Bus Rider Safety**—School principals or designated staff must do the following to ensure the safety of transported students:
 1. Direct school bus emergency evacuation drills for all transported students during the first six weeks of each semester and maintain documentation.
 2. Provide instruction in safe riding practices to all transported students during the first six weeks of the first semester of the school year.
 3. Ensure the safety of the student loading and unloading zone.

The City of Cape Coral may delegate responsibility for implementing some or all of the above requirements, and this will be reflected in the approved Agreement.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

The following information must be included with bid submittal:

Qualifications and Experience

Bidder shall provide a description of the qualifications and experience of the organization and persons that will be responsible for performance of the service. Such description shall at a minimum include:

- A. Number of years your company has been providing transportation services in the State of Florida.
- B. Provide information and/or procedure for each of the following elements of your selection and training program.
 1. Criminal background checks
 2. State of Florida Motor Vehicle Record (MVR) evaluation criteria and frequency
 3. Physical and Drug Testing frequency
 4. Previous driving experience- years and type
 5. Classroom training of drivers
 6. Testing- road and or written.
 7. Commercial Driver License (CDL), Drug and Alcohol Testing Program.
- C. Explain in detail your company's driving safety program. Include criteria and/or procedure for each of the following:
 1. Scheduled safety meetings.
 2. In-service safety training
 3. Company or industry safety bulleting
 4. On road safety checks (frequency)
 5. Defensive driving classes
- D. Provide three client references where your company is currently providing transportation service, (preferably K-5 schools). Include contact name, phone and fax number, and email address.

Capabilities

Bidder shall provide evidence that the firm has the resources and personnel available to respond to and fulfill the needs of the City of Cape Coral for the contracted services on an annual or "as needed" basis throughout the term of the contract. Corporations must submit a copy of their most recent Financial Statement. Privately held companies must supply adequate information to document the company's solvency and ability to perform under this agreement. If Bidder intends to subcontract any part of the work under this agreement, said work and designated sub-contractor must be identified by name in response to this Invitation to Bid.

Quality of Product

- A. Provide an inventory list of buses your company intends to use to offer for the operation. List the year, make and model, vehicle identification number (VIN), company number, capacity, and last inspection date. List bus types (school or coach) separately. Also, state whether each bus is wheelchair accessible or not.
- B. Describe your company's bus maintenance program. Indicate whether your company owns or operates a maintenance facility or contracts out for the services. Explain in detail or provide the information for each of the following elements.
 1. Inspection Criteria – requirements.
 2. Frequency and levels of inspections.
 3. Preventative maintenance schedule.
 4. Automotive Service Excellence (A.S.E.) Certifications for heavy duty truck and bus certified mechanics.
 5. Pre-trip inspections.
 6. System for handling driver counseling and reprimands.
 7. Vehicle grounding criteria
 8. Maintenance record keeping.

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

- C. State on a point by point basis that your company meets the requirements for school buses stated in F.S. 234 and Chapter 6A-3 of the State of Florida Board of Education Administrative Rules including, but not limited to;
1. Standard 217 bus windows
 2. Standard 220 roll-over
 3. Standard 331 joint strength
 4. Standard 222 seating
 5. Standard 301 fuel system integrity

Routing Methodology

Bidder shall provide a description outlining the services to be performed. Such description should at a minimum include:

1. Bidder's understanding of the service to be provided.
2. Proposed methods and equipment. Software application and routing methodology.
3. Assistance and materials to be furnished by the City of Cape Coral
4. Project plan and any other pertinent information.

Price

Bidder should submit pricing on a per year basis.

Forms (to be included in bid submittal):

1. Invitation to Bid
2. Official Bid Proposal
3. Bid Security Requirements
4. Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes
5. Non-Collusive Affidavit
6. Form 3a Interest In Competitive Bid For Public Business
7. Acknowledgement of Insurance Requirements

Also to be included in Bid Submittal:

1. Bid Security
2. Copy of License(s) applicable for performance of work



November 14, 2006

NOTICE OF INTENT TO AWARD
BID #PR071106-69

TRANSPORTATION SERVICES FOR YOUTH PROGRAMS

After reviewing quotes, staff recommends City Council take the following action for the above mentioned bid.

Award to: A&S Transportation

Failure to file a protest of this bid in accordance with Section 2-150 of the City of Cape Coral Code of Ordinances shall constitute a waiver of the right to protest.

Sincerely,

Sheena Milliken
Mgt/Budget Administrator

c: Bonnie J. Vent, City Clerk

Financial Services • Procurement Division • City of Cape Coral • P.O. Box 150027
Cape Coral, FL 33915-0027 • (239) 574-0831 • Fax (239) 574-0837 • <http://www.capegov.net>

Co-County Seat – Lee County, Florida

MEETING DATE

December 11, 2006

- Consent Agenda Item
- Admin Discussion Item
- Personnel Action
- Committee of the Whole

AGENDA REQUEST FORM
City of Cape Coral, Florida

AGENDA ITEM NO. 68(2)(m)
 DPO _____
 INTRO _____
 PH _____
 PH _____

TITLE:

Award of Bid: Transportation Services for Youth Programs

REQUESTED ACTION:

Motion to approve the award of Bid #PR071106-69 for Transportation Services for Youth Programs to A&S Transportation for a total hourly charge of \$47.00 per bus with a per mile charge of \$1.35 for a total approximate cost of \$62,597.00 per year and authorize the City Manager to execute the contract at the unit prices bid for a period of one year with two one year renewals.

STRATEGIC PLAN INFO:

1. Is this a Strategic Decision? Yes No
 If Yes, supports: Strategic Priority #: , Priority Name:
 If No, will it harm the intent or success of the Strategic Plan? Yes No
2. City Vision:
3. City Mission:
 Increased Efficiency Increased Quality of Services Positive Return on Investment (ROI)

SUMMARY EXPLANATION AND BACKGROUND:

1. Invitation to Bid #PR071106-69 was issued for Transportation Services for Youth Programs offered through Parks & Recreation.
2. Transportation will be for children who attend Youth Programs and Charter School programs such as seasonal programs, summer programs and schools out days.
3. A & S Transportation was the only bidder for this project.
4. The total cost is fully recovered through program registration fees.
5. Funding Source: Account: 165-7207-579-34-16 Parks & Rec Programs/Elementary/Other Contractual Service
 Project: ELA001 Youth Programs Elementary
 Unencumbered Balance: \$123,034,.97
 Account: 165-7218-579-34-16 Parks & Rec Programs/Charter School/Other Contractual Service
 Project: YPC001 Youth Programs
 Unencumbered Balance: \$12,837.51
 Account: 165-7218-579-34-16 Parks & Rec Programs/Charter School/Other Contractual Service
 Project: YPC003 Youth Programs
 Unencumbered Balance: \$468.30
 Account: 165-7218-579-34-16 Parks & Rec Programs/Charter School/Other Contractual Service
 Project: YPC005 Youth Programs
 Unencumbered Balance: \$527.55
 Account: 165-7215-572-34-16 Parks & Rec Programs/Teen Youth Center/Other Contractual Service
 Project: YCA001 Youth Center
 Unencumbered Balance:

LEGAL COMMENTS:

City Attorney's office has reviewed and approved the contract.

EXHIBITS: (LIST)

- Exhibit #1 - Recommendation memo from Parks (one page).
- Exhibit #2 - Copy of contract (four pages).

PREPARED BY:

SOURCE OF ADDITIONAL INFORMATION:

Financial Services Department, Procurement Division

Stephen H. Pohlman, Parks & Recreation Director 574-3110

SUBMITTED BY:

Terry Stewart, City Manager

Date

Stephen H. Pohlman, Parks & Recreation Director

Date

COUNCIL ACTION:

Bonnie J. Vent, City Clerk

Date

Exhibit 1

CITY OF CAPE CORAL
PARKS AND RECREATION DEPARTMENT

RECEIVED
OCT 17 2006

TO: Kim Swartz, Buyer I
THRU: Michael Kalvort, CPRP, Operations Manager Deputy Director
FROM: Barbara Dickinson, Acting Recreation Superintendent *BD 10/10/06*
DATE: October 10, 2006
SUBJECT: Transportation Bid Recommendation

I have reviewed the Transportation Bid for the Youth Programs / Charter Schools and recommend accepting the bid from A&S Transportation Company. It was unfortunate to see that the Lee County School board or any other company did not submit a bid package. A&S Transportation Company bid package presented lower fees than what was paid for the Lee County School Board Services. Their proposed rate is \$47.00 per hour and \$1.35 per mile. We are currently paying \$50.00 per hour and \$1.50 per mile.

I recommend accepting the bid for A&S Transportation Company to provide the services for the Youth Programs and Charter School.

BD: mkd

Exhibit 2

CONTRACT #PR-071106-69
Page 1 of 3

THIS CONTRACT is made this _____ day of _____ 200__ by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and A & S Transportation doing business as a Corporation, hereinafter called "**CONTRACTOR**".

WITNESSETH: that for and in consideration of the payments and agreements mentioned hereinafter:

1. The Contractor will provide the City with Transportation Services for Youth Programs.
2. The Contractor will furnish all of the supplies necessary for the completion of the service described. Contractor agrees to provide services at the contract prices outlined in the Bid Package, more specifically EXHIBIT A, attached hereto and made a part hereof.
3. The Term of this Contract shall be for one year from effective date. The contract may be renewed for two (2) additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.
4. This Contract may be terminated by the City when:
 - A. Funds are not appropriated or available for its purpose;
 - B. Sub-standard or non-performance of contract provisions by the Contractor.
 - C. For any reason. A thirty (30) day written cancellation notice will be issued by the City.
5. The term "Contract Documents" means and includes the following:
 - A. The detailed specifications set forth in the Invitation to Bid.
 - B. The Contractor's response on the Official Bid Proposal Form set forth in the Invitation to Bid.
 - C. This Contract as well as all other documents attached hereto and/or referenced herein.

In the event of any conflict between the terms and conditions set forth in the Contract Documents and any other document, the terms and conditions of the Contract shall control.
6. All time limits stated in the Contract Documents are of the essence of the Contract.
7. The City will process for payment correct invoices for satisfactory materials and/or services received and accepted by the City.
8. This agreement may not be assigned except at the written consent of the City, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.
9. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
10. The City of Cape Coral, Parks and Recreation Director or his representative, shall administer this agreement for the City.

CONTRACT #PR-071106-69
Page 2 of 3

11. The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
12. No amendment or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
13. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
14. The Contractor shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this contract.
15. Auditable records shall be maintained concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the requirements. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.
16. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

(this section intentionally left blank)

CONTRACT #PR-071106-69
Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement on the date last signed as below written.

ATTEST:

Bonnie J. Vent

City Clerk

OWNER:

City of Cape Coral, Florida

Authorized Signature

Terrance Stewart

Printed Name

City Manager

Title

Date

ATTEST:

State of FL
County of Collier

The foregoing instrument was acknowledged before me this 28 day of NOV, 2006 by MICHAEL BONDARENKO who is personally known to me OR produced FL DL as identification.

Arielle J. Burchill
Signature of Notary

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Arielle J. Burchill
Commission #DD396231
Expires: FEB. 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.

CONTRACTOR:

[Signature]

Authorized Signature

MICHAEL BONDARENKO

Printed Name

President

Title

11/28/06

Date

AFFIX CORPORATE SEAL:

LEGAL REVIEW:

William [Signature] for
Dolores Menendez
City Attorney
11/29/06

CONTRACT #PR-071106-69

EXHIBIT A

Minimum Hours Required (Per Day): 4

Hourly Rate: \$47.00 per bus

Per Mile Charge: \$1.35 per bus

Fuel Surcharge

Prices provided in the contract are subject to change due to increased fuel cost.

- Prices quoted are valid until the cost of fuel per gallon exceeds \$3.35, at that time a 5% temporary fuel surcharge will be implemented.
- In the event the price of diesel goes above \$3.95 per gallon, the surcharge will increase another 5%.
- In the event the price of diesel goes above \$4.55 per gallon, the surcharge will increase another 5%.

A 5,000 gallon diesel holding tank will be located at Contractor's Bonita Springs location to help with the fluctuation in diesel pricing.

Ciccarelli, Kathryn L.

From: Michael B [bondman7@earthlink.net]
Sent: Monday, March 19, 2007 4:46 PM
To: Ciccarelli, Kathryn L.
Subject: Parks + Rec Contract

Dear Kathy Ciccarelli:

I agree to allow the Lee County Department of Parks and Recreation to piggyback on the Contract awarded by The City Of Cape Coral Parks and Recreation. I agree to honor the pricing as provided for in the contract to provide Transportation to the various programs provided by the Lee County Department of Parks and Recreation thru out the year.

Thank You,
Michael Bondarenko
A+S Transportation
649 5th Ave South
Naples Fl 34102
239-434-0777