RESOLUTION NO. 2014-12

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO ENTER INTO AN AGREEMENT WITH MARIA GAMBOA BUS SERVICES, INC. FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2015 WITH AN OPTION TO RENEW FOR ONE YEAR FOR TRANSPORTATION SERVICES FOR THE AFTER CARE, HOLIDAY, AND SUMMER CAMP PROGRAMS IN THE FORM ATTACHED AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, Maria Gamboa Bus Services, Inc. has been operating routes and field trips within Miami-Dade County and Broward County for many years; and

WHEREAS, Maria Gamboa Bus Services, Inc. is on the Miami-Dade County Public Schools approved transportation list; and

WHEREAS, Maria Gamboa Bus Services, Inc. has previously entered transportation service agreements with the City of Hialeah for the last four years; and

WHEREAS, Maria Gamboa Bus Services, Inc. provided the lowest quote for transportation services to the City of Hialeah Education & Services Department; and

WHEREAS, an agreement of this nature would be beneficial to the City of Hialeah.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, on behalf of the City, to enter into an agreement with Maria Gamboa Bus Services, Inc. from January 1, 2014 through December 31, 2015 with an option to

renew for one year for transportation services for the after care, holiday, and summer camp programs in the form attached and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 28 day of January, 2014.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 30 day of JANUARY, 2014.

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to legal
sufficiency and as to form:

William M. Grodnick, City Attorney

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Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

Carlos Hernandez
Mayor

Isis Garcia-Martinez
Council President

Luis Gonzalez
Council Vice President

ITEM # F

JAN 2 8 2014

Council Members

Jose F. Caragol
Vivian Casals-Muñoz
Katharine E. Cue-Fuente
Paul B. Hernandez
Lourdes Lozano

City of Hialeah

January 17, 2014

Mayor Carlos Hernandez
And City Council Members
City of Hialeah
Hialeah, Florida 33010

Dear Mayor and Council Members:

The Charter of the City of Hialeah states that contracts in amounts greater than $15,000 shall be awarded on the basis of specifications and formal sealed bids. The Council may award a contract to the lowest responsible bidder; or it may reject all bids and re-advertise; or it may waive competitive bidding when it finds this to be in the best interest of the City.

Respectfully request the attached resolution authorizing the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to enter into an agreement with Maria Gamboa Bus Service Inc., for a term commencing on January 1, 2014 and ending December 31, 2015 with an option to renew for one year for transportation services for the City of Hialeah's aftercare, holiday and summer camp programs.

The following service provider was chosen based on their ability to provide the lowest quote for transportation services. Service provider was also chosen based on their track record of operating routes and field trips within Miami-Dade and Broward County for many years.

Sincerely,

Marla Alpízar, Director
Education & Community Services

APPROVED / DISAPPROVED _____ 1/22/14
Ines Beecher, Acting Director of OMB

APPROVED / DISAPPROVED _____
Carlos Hernandez, Mayor

	Transporation Rates			
	Hialeah		Broward	
Maria Gamboa Bus Services	$	115.00	$	140.00
A Plus Bus USA Corp	$	180.00	$	180.00
A. Oliveros Transporation	$	170.00	$	200.00

AGREEMENT BETWEEN PRIVATE SCHOOL BUS CONTRACTOR AND THE CITY OF HIALEAH, FLORIDA FOR TRANSPORTATION FOR THE AFTER CARE, HOLIDAY, AND SUMMER CAMP PROGRAMS

This Agreement entered into this ____day _____, 2014, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and Maria Gamboa Bus Services, Inc. ("Contractor"), a Florida corporation, having its principal place of business at 8035 NW 170 Street, Miami, Florida 33015.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

I. DURATION

Subject to all the terms and conditions contained in this Agreement, and compliance with all applicable state, federal and local law, the City hereby grants Contractor permission to provide bus transportation for the After Care, Holiday, and Summer Camp Programs as provided in the Scope of Services for a period commencing on January 1, 2014 and ending on December 31, 2015. The City shall have the option to renew, at its sole discretion, the terms of this agreement for one year; provided, written notice of renewal shall be provided to the Contractor at least 60 days prior to the expiration of the contract term.

II. SCOPE OF SERVICES

That for and in consideration of the sum(s) and quantities mutually agreed to, pursuant to the purchase orders issued by the City during the term of this agreement, the Contractor does hereby agree to provide bus transportation, as requested, in accordance with all applicable state, federal and local law. This shall include, but not be limited to, ensuring that the coverage, all equipment and the facility meet or exceed current applicable school bus safety standards and are in compliance with all state, federal, and local law. In addition, all school bus drivers employed by the Contractor must be duly qualified and certified to perform this service, and that all applicable documentation of certification and qualification must be on file with the necessary agencies, and must be in compliance. 66-passenger buses shall be used for transport. Field trips are subject to cancellation due to unforeseen circumstances such as inclement weather or emergencies. Contractor is required to stop at a City-designated restaurant in order for the children to obtain lunch. In consideration of this agreement, the Contractor agrees without reservation to the indemnification and insurance clauses contained herein. This is a non-exclusive provision of services and the parties acknowledge that the City has another provider for bus services. The City has no obligation to hire the Contractor for the services herein except as needed as determined within the sole discretion of the City.

III. COMPENSATION

CITY shall pay the Contractor, for the services required pursuant to paragraph II hereof, the sum of $100.00 per day for each bus for round-trip transportation services within the City of Hialeah; the sum of $120.00 per day for each bus for round-trip transportation services from the City of Hialeah to other areas of Miami-Dade County; and the sum of $130.00 per day for each bus for round-trip transportation services from the City of Hialeah to Broward County. Invoices are generally paid within 30 days of receipt for services rendered and verified as accurate by the City. If the City does not pay an accurate, verified invoice within 30 days, the Contractor shall provide written notice and an opportunity to cure within 15 days of receipt of such notice. The Contractor must obtain prior written approval of the City prior to performing services that are outside the Scope of Services in this agreement.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City, relating to transportation systems. The Contractor will adhere to all United States Department of Transportation, Federal Transit Administration and Florida Department of Transportation regulations in order that the City will remain and/or retain its eligibility for any and all Operating and Capital assistance funding programs. The Contractor and Contractor's drivers shall comply with Fla. Stat. 402.305(10), 402.3054(3), 435.04(1), 435.05 (1)(a)(c), 65C-22.001(5)(a)-(d), F.A.C., 65C-22.001(6)(a)-(g), F.A.C., 65C-22.002(1)(d)(f)(g) and (i), F.A.C., 65C-22.002(4)(c)2., F.A.C., 65C-22.002(6)(a)1., F.A.C., 65C-22.006(4), F.A.C., and 65C-22.007(2), F.A.C and all of the requirements in the attached Transportation Fact Sheet identified as Exhibit "1".

V. GENERAL CONDITIONS

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY

Marla Alpizar, Director
Education & Community Services
190 West 49 Street
Hialeah, Florida 33012
Telephone: (305) 698-3651
Fax: (305) 818-9841

CONTRACTOR

Maria Gamboa, Director
Maria Gamboa Bus Services, Inc.
8035 NW 170 Street
Miami, Florida 33015
Telephone: (305) 512-3048

VI. NONDELEGABLE

The duties and obligations undertaken by the Contractor pursuant to this agreement shall not be delegated or assigned to any person or firm unless the city shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm.

VII. AWARD OF AGREEMENT

The Contractor warrants that it has not employed or retained any person employed by the City to solicit or secure this agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this agreement.

VIII. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Contractor agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

IX. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

X. INDEMNIFICATION

Contractor shall indemnify and save the City, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action which arise out of or in connection with Contractor's activities, responsibilities and obligations under this agreement, including all other acts or omissions to act, whether caused by the NEGLIGENCE or CARELESSNESS, on the part of the City or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any such claims or in the investigation thereof.

XI. CONFLICT OF INTEREST

A. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this agreement has any personal financial interests, direct or indirect, with the Contractor. Contractor further covenants that, in the performance of the agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Contractor or its employees must be disclosed in writing to the City.

B. Contractor is aware of the conflict of interest laws of the City, HIALEAH, FLA., CODE Chapter, 26, Art I and II; Miami-Dade County, Florida, MIAMI-DADE COUNTY CODE § 2-11.1; and the State of Florida, Chapter 112, Part III, Florida Statutes and agrees that it shall fully comply in all respects with the terms of said laws.

XII. INDEPENDENT CONTRACTOR

Contractor, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employees. Contractor, its employees, agents or representatives, shall not be entitled to Florida Workers' Compensation benefits as an employee of the City.

XIII. INSURANCE

A. Contractor shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance, in such amounts acceptable to the Risk Manager of the City.

B. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect City by naming City as additional insured under the Comprehensive General Liability Insurance Policy.

C. All policies shall provide a notice of cancellation or restriction: The policy or policies must be endorsed to provide City with 30 days notice of cancellation and/or restriction.

1. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law and all applicable federal law.

2. Comprehensive General Liability Insurance with minimum limits of $5,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors; and (3) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

3. Business Automobile Liability Insurance with minimum liability limits of $5,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition

of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: (1) Owned vehicles; and (2) Hired and non-owned vehicles.

4. Contractor shall provide City with a Certificate of Insurance or a copy of all insurance policies required in this article. City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that City shall be given 30 days notice prior to expiration or cancellation of the policy.

XIV. FORCE MAJEURE

In the event the Contractor is unable to provide the services herein specified because of any act of God, civil disturbance, fire, inclement weather, impassable roads, riot, war, picketing, strike, labor dispute, governmental action or any other condition or cause beyond Contractor's control, the City shall excuse Contractor from its required performance under this Contract, and no penalty, charge, or liquidated damages shall be imposed by the City.

XV. TERMINATION

Either party may terminate the contract with 30-day notice. The requesting party shall provide written notice of intention to terminate the contract. The parties agree to work together to ensure a proper transition to another transportation provider. If there is a dispute, the parties agree to meet in an effort to resolve the dispute. The parties can mutually agree to terminate the contract with less than the stated 30-day notice.

It is hereby understood that any payment made to the Contractor in accordance with this section shall be made only if the Contractor is not in default under the terms of this agreement. If Contractor is in default, then the City shall in no way be obligated to pay and shall not pay the Contractor any sum.

XVI. NONDISCRIMINATION

The Contractor agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

XVII. DEFAULT

If the Contractor fails to comply with the terms and conditions of this agreement, or fails to perform hereunder, or files for bankruptcy or provides assignment or transfer to creditors, then the City, at its sole option upon written notice, may cancel and terminate this agreement, and all payments, advances, or other compensation paid to the Contractor. Payments made to the Consultant while the Contractor is in default of the provisions contained herein, shall be returned forthwith to the City.

XVIII. ENTIRE AGREEMENT

This agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect.

XIX. AMENDMENT

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

XX. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

B. In the event of conflict between the terms of this agreement and any terms or conditions in any attached document; the terms in this agreement shall prevail.

C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

E. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

_____

Marbelys Fatjo
Acting City Clerk

_____

Mayor Carlos Hernandez Date

(SEAL)

Approved as to legal sufficiency and form:

_____

William M. Grodnick
City Attorney

Attest:

Authorized signature for Maria
Gamboa Bus Services, Inc.

_____

Corporate Secretary

_____

Maria Gamboa
Director

(SEAL)

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