TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director / 954-797-1150

PREPARED BY: Bette Gibson, Recreation Coordinator / 954-797-1089

SUBJECT: Resolution

AFFECTED DISTRICT: All Districts

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND AMERICAN COACH LINES OF MIAMI, INC., FOR BUS TRANSPORTATION SERVICES. (approximately $5,000/year)

REPORT IN BRIEF: The Town currently has an agreement with American Coach Lines of Miami, Inc. for bus transportation service. The service is used to provide transportation for the Department's Adult and Senior Program Field Trips as well as other Town needs that may arise during the year. The agreement is due for renewal on May 4, 2008. Town staff and the vendor wish to renew the contract for this, the third and final allowable one year extension. The vendor has requested a fuel adjustment increase in the amount of $6.28/hr. Such an increase is permitted per the agreement Fuel Adjustment clause. All other contract terms and conditions of the agreement shall remain unchanged and in effect. Staff recommends approval of the resoulution as presented..

PREVIOUS ACTIONS: R-2005-125, R 2006-83, R 2007- 54

CONCURRENCES: None

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: Approximately $5,000 per year.

Account Name: Cultural Activities, Adult and Senior Recreation Contractual Services and Community Relations Rentals and Leases

What account will funds be appropriated from: 001-0807-572-0324 or 001-0825-572-0440

RECOMMENDATION(S): Motion to approve Resolution

Attachment(s): Resolution, Vendor Letter, Department Recommendation, Current Corporate Status

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND AMERICAN COACH LINES OF MIAMI, INC., FOR BUS TRANSPORTATION SERVICES.

WHEREAS, The Town of Davie has an existing agreement for bus transportation with American Coach Lines of Miami, Inc.; and

WHEREAS, American Coach Lines of Miami, Inc. and the Town desire to extend the agreement for the third and final one year extension period allowed per the agreement; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to approve a one year extension for bus transportation services with American Coach Lines of Miami, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby approve a one year contract extension with American Coach Lines of Miami, Inc., to provide bus transportation service for the time period of May 4, 2008 through May 3, 2009.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF_____, 2008

_____

MAYOR/COUNCILMEMBER

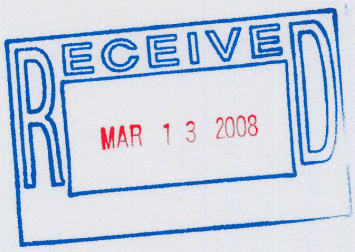
ATTEST:

_____

TOWN CLERK

APPROVED THIS _____ DAY OF_____, 2008

American coach



March 5th, 2008

Town of Davie
Ms. Betty Gibson
6901 Orange Drive
Davie, Florida 33314-3399

Ms. Gibson,

Initially, please allow me to thank you and the Town of Davie for allowing American Coach Lines to serve your needs for the past few years.

We would welcome the opportunity to extend the contract for another year until May 2009. However, due to the large increases in our price of fuel, we request a rate increase. Current Special Rate is $62.18 per hour with no fuel surcharge. In accordance with our contract terms, we would like to increase this rate to $68.46 per hour. This amount was calculated as follows:

Original Contract Fuel Price: $2.04 per gallon.
March 5th, 2008 Fuel Price: $3.60 per gallon.
% Change: 76% increase
22% X $62.18 per hour = $13.67 per hour is attributed to fuel
76% price increase for fuel X $13.67 per hour = **$6.28 per hour increase.**

Fuel Provider: Chambliss Oil Inc. (954) 938-7211 Contact: Hunter Chambliss
6550 North Federal Highway Suite 240, Fort Lauderdale, FL 33308

Once again, thank you for this opportunity. We look forward to continuing to be your transportation provider for the next year. Please let me know if you need any additional information.

Cordially yours,

Bret T. Brittenum
Vice-President & General Manager
American Coach Lines of Miami Inc.
a Coach America Company

American Coach Lines of Miami, Inc.
3595 Northwest 110th Street, Miami, Florida 33167
Phone (305) 688-7700 • Fax (305) 681-8134 • Toll Free: (800) 275-8687

PARKS AND RECREATION DEPARTMENT
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

Memorandum

APPROVED
3/18/08

TO: Dennis Andresky, Parks and Recreation Director

FROM: Bette S. Gibson, Recreation Coordinator Bette S. Gibson

SUBJECT: Bus Transportation services renewal

DATE: February 26, 2008

American Coach Lines of Miami, Inc. has a contact with the Town of Davie which expires on May 4, 2008. The Parks and Recreation Department has been satisfied with the Bus services provided by American Coach Lines of Miami, Inc. Staff recommend to extend this agreement for an additional year, with the fuel adjustment increase, as per the terms of the original contract.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

AMERICAN COACH LINES OF MIAMI, INC.

Filing Information

Document Number	F03000004415
FEI Number	200187867
Date Filed	09/03/2003
State	DE
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/13/2006
Event Effective Date	NONE

Principal Address

5430 LBJ FREEWAY, 3 LINCOLN CENTER
STE 1075
DALLAS TX 75240

Changed 04/10/2007

Mailing Address

5430 LBJ FREEWAY, 3 LINCOLN CENTER
STE 1075
DALLAS TX 75240

Changed 04/10/2007

Registered Agent Name & Address

CT CORPORATION SYSTEM

Title D

LENTZSCH, CRAIG
5430 LBJ FREEWAY,3 LINCOLN CENTER,STE 1075
DALLAS TX 75240

Title DP

BERGSTROM, WILLIAM
5430 LBJ FREEWAY,3 LINCOLN CENTER,STE 1075
DALLAS TX 75240

Title DSVP

MANEY, GEORGE
5430 LBJ FREEWAY,3 LINCOLN CENTER,STE 1075
DALLAS TX 75240

Title VPGM

FINKE, ROBERT
5430 LBJ FREEWAY,3 LINCOLN CENTER,STE 1075
DALLAS TX 75240

Title AS

CARROLL, DAVID
5430 LBJ FREEWAY,3 LINCOLN CENTER,STE 1075
DALLAS TX 75240

Annual Reports

Report Year	Filed Date
2005	06/29/2005
2006	10/13/2006
2007	04/10/2007

Document Images

04/10/2007 -- ANNUAL REPORT	View image in PDF format
10/13/2006 -- REINSTATEMENT	View image in PDF format
06/29/2005 -- ANNUAL REPORT	View image in PDF format
07/09/2004 -- ANNUAL REPORT	View image in PDF format
09/03/2003 -- Foreign Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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RESOLUTION NO. R-2005-125

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR COACH BUS SERVICE.

WHEREAS, the Town is in need of coach bus service to support adult, senior and summer camp trips scheduled by the Parks and Recreation Department; and

WHEREAS, the Town solicited sealed bids for such bus service; and

WHEREAS, after review, the Town Council wishes to accept the bid from American Coach Lines of Miami, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from American Coach Lines of Miami, Inc. for coach bus service in accordance with unit prices identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from various Parks and Recreation Department-Rental and Leases Accounts.

SECTION 3 The initial term is one (1) year with options to extend the contract for three (3) additional one (1) year terms by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by Town Council.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 4th DAY OF May, 2005

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS 4th DAY OF May, 2005

TOWN OF DAVIE
PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
001 0807 572 0440	Rental and Leases (adult & senior)	$3,000/yr
001 0813 572 0440	Rental and Leases (after school)	$3,600/yr
001 0813 572 0585	Cultural Arts Grant	$7,000/yr
001 0812 572 0440	Rental and Leases (Pine Island & Shen camp)	$11,500/yr
001 0816 572 0440	Rental and Leases (Davie summer daze)	$21,000/yr

METHOD OF PROCUREMENT (check the one that applies)

___ Open Competitive Bidding
___ Piggyback on Contract Number_____
___ Sole Source
XXX Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____
Department Head

Have Funds been Reserved N/A
Date 3/8/05 Signed _____

Signed _____
Town Admi[redacted]r

BIDS SUBMITTED

VENDOR [redacted]OST

AMERICAN COACH LINES
SIMPLY THE BEST CHARTERS
> SEE ATTACHED BID TAB

Signed _____
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor Cost

AMERICAN COACH LINES PER ATTACHED BID TABULATION

Attachment "A"

		COACH BUS SERVICE			
		AMERICAN		**SIMPLY THE BEST**	
		COACH LINES		**CHARTERS**	
	EST. QTY.	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE
M	520 HRS	$60/HR	$31,200.00	$68/HR	$35,360.00
	56 HRS.	$65/HR	$3,640.00	$78/HR	$4,368.00
	48 HRS.	$65/HR	$3,120.00	$78/HR	$3,744.00
RAM-45 PASSENGER	112 HRS.	$65/HR	$7,280.00	$78/HR	$8,736.00
RAM-23 PASSENGER	112 HRS.	$55/HR	$6,160.00	NO BID	
			$51,400.00		INC.

2-3-5 BUS MAINTENANCE

The awarded proposer(s) are responsible for incurring any costs associated with any and all materials, parts, labor, oil and fuel for the buses provided to the Town of Davie. Maintenance records must be available upon request by the Town of Davie.

2-3-6 LEVEL OF SERVICE

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

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

2-3-7 STARTING AND FINISHING POINT

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

2-4 PROPOSED PRICING

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

2-5 FUEL ADJUSTMENT

If during the contract period, the price of fuel is increased 10% over the price of fuel in effect at the time the contractor submitted their proposal response, the contractor may request a price increase equal to the overall cost increase experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted to the Town of Davie in writing with full documentation substantiating the request. No increase will be permitted the first year of the contract period, thereafter requests for increases may be submitted only once during each year of the contract.

The written request must be accompanied by documentation supporting the contractor's claim of a need for a price increase. Documentation must include the price of fuel at his normal source/point of

supply at the time the RFP was submitted, current price of fuel at this same normal source/point of supply, and the percentage of his delivered product/service cost that is attributable to fuel costs.

If, during the contract period, the cost of fuel is decreased by 10% below the price of fuel in effect at the time the contractor submitted the RFP, the contractor is required to extend to the Town a price decrease equal to the overall price decrease they have experienced in their product/service as a direct result of the price decrease. The procedures applicable for a price increase will be used for a price decrease.

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

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

2-6 CONTRACT PERIOD

The initial contract period shall be for one year. The Town of Davie reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) one year periods. Annual renewals will be based on the Contractor(s) agreeing to the same prices, terms and conditions. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of the Town.

2-7 PRICING

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

2-8 NON EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the Town of Davie may, at any time, secure similar or identical services at its sole option.

2-9 CONTRACT ALTERATIONS

Contract alterations are intended to be minor in nature, and where exercised must be mutually agreed upon in writing by the Town of Davie and the Contractor.

2-10 COMPETENCY OF PROPOSERS

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