CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: January 7, 2019

ITEM: Motion – Approval of Agreement – Chartered Bus Services – Windstar Lines

FINANCIAL IMPACT: Expense of approximately $15,000 annually from the Parks and Recreation operating budget. Expense is offset by program fee revenue.

SYNOPSIS: West Des Moines Parks and Recreation, in conjunction with Clive Parks and Recreation, offers chartered bus trips throughout the year. Trips in the past have included visits to the Amana Colonies, Clear Lake, Iowa City, Omaha, and St. Louis.

An RFP was recently distributed for these services. The RFP was sent to several area vendors, and a notice was published. Windstar Lines was the only company that submitted a proposal in response to the RFP. Windstar Lines has provided charter bus service for the City in the past. To confirm the selection, staff took an onsite visit to tour multiple buses and confirmed the busses that will be used for City trips. Staff is confident Windstar Lines will provide safe, appealing and efficient busses while providing excellent customer service to the participants.

The proposed agreement is for three years and will typically cover between 10-11 trips per year. Estimated pricing for trips was part of the RFP to compare future pricing to past pricing. Prices submitted by Windstar Lines are in most cases equal to or less than those that have been paid for trips over the past year.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with Windstar Lines.

Lead Staff Member: Ryan Penning, Superintendent of Parks

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES
4200 Mills Civic Parkway
PO Box 65320
West Des Moines, Iowa 50265-0320

CONTRACT NO. - **DATE:** January 7, 2019
BUDGET CODE 100.400.411.5250.460

CONTRACT AGREEMENT

Contractor Windstar Lines	Department Department of Parks & Recreation P.O. Box 65320 West Des Moines, Iowa 50265
Contract Period – January 7, 2019 Annual Cost: $15,000 (estimated)	Terminates: December 31, 2021 Payable: 30 days
DESCRIPTION OF ITEMS CONTRACTED Chartered bus services for City-sponsored events through the Parks and Recreation Department.	
Contractor Heather Schulte	_____ Approved _____ Not Approved
Authorized Signature Heather Schulte	
Company Name (Print) Winstar Lines	City Manager
Address One Line Drive, Des Moines, IA 50303	Department Director

WHITE – Department PINK – Finance YELLOW - Vendor

REQUEST FOR PROPOSAL

CHARTER BUS SERVICES
CITY OF WEST DES MOINES

The City of West Des Moines, Iowa, solicits interested parties to submit proposals for qualified, experienced, financially sound, and responsible Motor Coach Charter Bus Service providers. The Motor Coach Charter Bus Service will be used for City-sponsored events through the Parks and Recreation Department.

Submittals marked "Motor Coach Charter Bus Service Proposal" will be received no later than **2:00 p.m.** on **Wednesday, November 21, 2018**. Submit proposal on attached Proposal Form to:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

Proposal Procedure

Mark outside of envelope with proposal subject, "Motor Coach Charter Bus Service Proposal".

Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Contractor. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any proposal submitted MUST be signed by an individual authorized to bind the proposer. All proposal submitted without such signature will be deemed non-responsive, and will not be acceptable.

If you do not desire to submit a proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address.

I. Description

A. The intent and purpose of this Request for Proposal is to establish an agreement with a single qualified contractor to supply charter bus services for City-sponsored events through the Parks and Recreation Department.

B. The Contractor shall furnish all labor, materials, supplies, and operations necessary and required for the safe and proper fulfillment of specified services listed. A four month schedule will be provided to the company with dates, times, number of buses needed and destinations. Contractor will be advised of the schedule a minimum of two (2) months before the first scheduled trip.

C. Some of the passengers utilizing the services under this contract will be minors. The Contractor agrees to screen all employees with passenger contact to ensure they do not have any convictions for sex offenses. Only Contractor employees who do not have convictions for sex offenses shall be utilized in the fulfillment of this contract in any role that involves passenger contact.

II. Bus Specifications

A. All buses must seat a minimum of 54 passengers specified and encompass all the amenities listed below:

i. The exterior of the bus must be well painted and clean with no signs of damage.
ii. The interior of the bus must be clean with upholstery and flooring in excellent condition.
iii. Restroom facility must be completely functional and clean. Restrooms must be clean and must be serviced as often as necessary to avoid offensive odors on the bus. Restrooms must be sufficiently stocked with standard restroom products such as soap and paper products.
iv. Air-conditioning and heating must be in excellent working order.
v. Overhead enclosed parcel racks must be provided inside the bus.
vi. TVs and DVD players are required. All equipment including monitors must be in excellent working order.
vii. All buses must have individual overhead air controls.
viii. Each seat must have a foot rest with the exception of the first row on each side.
ix. All buses must have a wireless and corded microphone for announcements.
x. All buses must have individual reading lights.
xi. All buses must have passenger seat belts.
xii. All buses must have window shades.
xiii. All buses must have Wifi.
xiv. All buses must have a GPS System.
xv. All buses must have at least one electrical outlet.
xvi. All buses must have anti-lock brakes.
xvii. All buses must have exterior under the bus storage/baggage compartments with locks.

xviii. All charter buses provided for the scheduled trips MUST be in excellent condition and be certified by and meet all of the Department of Transportation Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be made available to West Des Moines Parks and Recreation for inspection upon request.

xix. Contractor(s) must maintain a "Satisfactory" DOT safety rating. Contractor(s) shall notify the Parks and Recreation Department immediately if there is any change to its DOT safety rating.

III. Performance Requirements

A. Personnel. The Contractor shall provide the City with the name, address, telephone numbers, and e-mail address for at least two designated contact personnel responsible for insuring response to the City request for contract services. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period that the Agreement is in force including Saturdays, Sundays, and holidays.

B. Safety. Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. Contractor will indemnify and hold the City harmless from all claims related to or arising from Contractor's services pursuant to the Contract.

C. Invoices. All billing shall be done on a calendar month basis. Invoices shall include detail on each chartered trip and location.

IV. Length of Agreement

A. This Agreement shall be a three year Agreement commencing on January 1, 2019 and ending on December 31, 2022, inclusive. The City and the Contractor may renew the original Contract by mutual agreement. Any renewal contract shall be signed by the City prior to the expiration of the initial term and any subsequent term.

B. This Agreement may be terminated by City at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Said notice shall be delivered by registered mail to the Contractor at the address referenced on the proposal form.

V. Payment

Contractor will invoice the City after the completion of each trip and payment shall be made within 30 days of receipt of invoice by the City. Invoices shall be sent to:

City of West Des Moines
Parks and Recreation Department

P.O. Box 65320
West Des Moines, IA 50265

VI. Insurance

The Contractor shall obtain and maintain through the term of this agreement *and two years beyond*, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the services provided, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by this Contract shall in no-way limit the Contractors actual liability.

A. Commercial General Liability

Including coverage for premises and operations, independent contractors, products and completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The City shall be named as additional insured on a primary and non-contributory basis, and shall include a waiver of subrogation in favor of the City.

Bodily Injury & Property Damage - Each Occurrence	$1,000,000
Personal Injury & Advertising Injury - Per Person	$1,000,000
General Aggregate on the Above	$2,000,000
Products & Completed Operations General Aggregate	$2,000,000
Fire Damage Limit	$100,000
Medical Expense Limit	$5,000

B. Business Automobile Liability Insurance

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City shall be named as additional insured on a primary and non-contributory basis, including waiver of subrogation in favor of the City. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy.

Bodily Injury & Property Damage – Each Accident	$10,000,000

C. Workers Compensation and Employers Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1- Workers Compensation Benefits	Statutory

D. Employers Liability

Bodily Injury Each Accident	$500,000
Bodily Injury by Disease Policy Limit	$500,000
Bodily Injury by Disease Each Employee	$500,000

E. Umbrella Liability

The contractor will maintain umbrella liability insurance on an occurrence basis in excess of the underlying liability insurance described above which is at least broad as all underlying policies; including but not limited to Additional Insured and Waiver of Subrogation and Primary and Non-Contributing.

Each Occurrence Limit	$5,000,000
Aggregate Limit	$5,000,000

Before providing any services, the Contractor shall furnish an insurance certificate to the City, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

VII. Further Information

A. Questions. All questions regarding the Request for Proposal must be submitted in writing and addressed to ryan.penning@wdm.iowa.gov.

B. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations (Code of Federal Regulations, 49CFR, Part 382 and Part 40).

C. Non Discrimination. The City of West Des Moines does not discriminate against any person on the basis of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Contractor will not discriminate against any employees, applicants for employment, or passengers served through this contract on the basis of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status, except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification.

D. ADA Compliance. Contractor will comply will all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.

E. Subletting or Assignment. The Contractor shall not sublet, assign or otherwise dispose of any portion of the service to be provided by this Agreement without written permission from the City of West Des Moines.

F. Anti-Bullying Statement. The Parks and Recreation Department will not tolerate bullying* in any youth program or activity, and the Contractor and its employees agree not to engage in bullying behavior. **For the purposes of this statement, bullying is defined as the unwanted, aggressive use of physical, social or mental/intellectual power to control, harm or humiliate another person in a repetitive or pervasive manner.*

PROPOSAL FORM

CHARTER BUS SERVICES
CITY OF WEST DES MOINES

Please indicate if your buses have the following by placing an "X":

Question	**Yes**	**No**
Seat a minimum of 54 passengers.	X	
Exterior of bus well painted and clean.	X	
Interior of bus clean with upholstery and flooring.	X	
Restroom completely functional and clean.	X	
Air-conditioning and heating in excellent working order.	X	
Overhead parcel racks inside the bus.	X	
TVs and DVD players. (All equipment including monitors must be in excellent working order.)	X	
Individual overhead air controls.	X	
Each seat has a foot rest with the exception of the first row on each side.	X	
Wireless and corded microphone for announcements.	X	
Individual reading lights.	X	
Passenger seat belts.	X	
Window shades.	X	
Wifi.	X	
GPS System.	X	
At least one electrical outlet.	X	
Anti-lock brakes.	X	
Exterior under the bus storage/baggage compartments with locks.	X	
Current Certification and meet all of the Department of Transportation Federal Highway Administration rules, regulations and guidelines.	X	
Satisfactory DOT safety rating.	X	

PROPOSAL FORM

CHARTER BUS SERVICES
CITY OF WEST DES MOINES

Please provide a quote for the trips mentioned below. This would be round-trip with 54 total passengers departing and returning to Valley West Mall.

Information from both Proposal Forms will be used when selecting a Motor Coach Charter Bus Service provider. The vendor will not be selected exclusively on the price per trip.

Destination	**Time**	**Price**
Iowa Falls	7:30 am – 5:30 pm	$845
Amana	8:00 am – 7:00 pm	$ 845
St. Louis, MO	Monday – Wednesday	$2,537.50
Iowa City	5:00 am – 6:00 pm (Saturday during football season)	$ 875

Price per mileage (current) $ 3.50

Authorized Signature: [illegible]

Firm Name: Windstar Lines, Inc

Address: PO Box 786 Carroll, IA 51401

Phone: 888-494-6378

Fax: 712-792-9615

E-mail: ali@gowindstar.com

Contact Persons:
Name & Phone Ali Meiners - 888-494-6378

Name & Phone Heather Schulte - 888-494-6378

Submittals marked "Motor Coach Charter Bus Service Proposal" will be received no later than **2:00 p.m.** on **Wednesday, October 31, 2018**. Submit bid on attached Bid Form to:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

WINDSTA OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greteman & Associates
704 W. Hwy 30, P.O. Box 707
Carroll, IA 51401-
Jair Mayhall

CONTACT NAME: Jair Mayhall
PHONE (A/C, No, Ext): 712-792-5050 FAX (A/C, No): 712-792-0440
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Windstar Lines, Inc.
P.O. Box 786
Carroll, IA 51401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractural GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			XPP 1310450-03	02/01/2018	02/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 50,000 5,000 5,000,000 5,000,000 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			XPP 1310450-03	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XEX 1310450-03	02/01/2018	02/01/2019	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XWC 1310450-05	02/01/2018	02/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of West Des Moines
PO Box 65320
4200 Mills Civic Pkwy
West Des Moines, IA 50265

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jair Mayhall

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30 Day notice of cancellation (10 days for non payment) applies unless policy provisions state otherwise

Parks & Recreation
Chartered Bus Services

Trips	Past Pricing	Future Pricing (estimated)
Iowa Falls, IA	$800 (2017)	$845
Amana, IA	$835 (2018)	$845
St. Louis, MO	$2,690 (2018)	$2,538
Iowa City, IA	$1,569 (2018)	$1,050