

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____,
by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("**City**"),

and

THE BUTLER GROUP OF SOUTH FLORIDA, LLC D/B/A NEXTAFF., a Florida corporation, located at 4790 West Commercial Boulevard, Tamarac, Florida 33319, hereinafter "**CONTRACTOR**," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide crossing guard services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Bid IFB 19-014 between the CITY OF MIRAMAR and the CONTRACTOR for the crossing guard services ("Miramar Agreement"). The Miramar Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the Miramar Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Miramar Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the Miramar Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid Miramar Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 20____, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the Miramar Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Miramar Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B"**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the Miramar Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall become effective upon execution of this agreement by both parties and shall terminate on January 14, 2023.

Section 3. In all other respects, the terms and conditions of the Miramar Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

For CONTRACTOR: Buffy Butler
The Butler Group of South Florida
4790 West Commercial Boulevard
Tamarac, Florida 33319

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

THE BUTLER GROUP OF SOUTH FLORIDA, LLC., a Florida corporation

Signature

BY:  _____

Print Name

Name: **Buffy A. Butler** _____

Title: **Managing Member** _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **The Butler Group of South Florida, LLC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of **The Butler Group of South Florida, LLC.**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 20____.

NOTARY PUBLIC

Print or Type Name

My Commission Expires: _____

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
THE BUTLER GROUP OF SOUTH FLORIDA, LLC
d/b/a NEXTAFF
FOR
SCHOOL CROSSING GUARD SERVICES

This Agreement (or "Contract") is entered into this 15th day of January, 2020, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

The Butler Group of South Florida, LLC d/b/a Nextaff, , a Florida corporation with its principal business address located at 3810 Inverrary Boulevard, Suite # 205, Lauderhill, Florida 33319, hereinafter referred to as "Contractor".

WHEREAS, on September 25, 2019 the City issued Invitation for Bid No. 19-014 ("IFB") for SCHOOL CROSSING GUARD SERVICES; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service; and

WHEREAS, on January 15, 2020, the City Commission approved Resolution No. 7077 for the award of the IFB to the Contractor and authorized the execution of the appropriate Agreement between the City and the Contractor for provision of services, for an initial term of three years with the option to renew for two additional one-year terms.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bids No. 19-014 ("IFB"), the Contractor's Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in the "IFB".

Estimates/Quotations:

All requests for related Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the City, as well as an approved purchase order authorizing Services.

2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

ARTICLE 2
COMPENSATION

The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30

days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 3 **TERM OF AGREEMENT**

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall be for a term of three years, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one year renewal terms, unless terminated earlier pursuant to Article 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

ARTICLE 4 **TERMINATION OF AGREEMENT**

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement

ARTICLE 5 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 6 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts

of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

ARTICLE 7 NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 8 INSURANCE

8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

8.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and

- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 9 **MISCELLANEOUS**

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

9.3 At all times during the term of this Agreement, Contractor shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If Contractor

does not offer a covered employee health care benefits, Contractor shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, Contractor agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements. A covered employee, as used herein, is defined as an employee who performs school crossing guard services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

ARTICLE 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 12 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:



Managing Member
The Butler Group of South Florida 33319
3810 Inverrary Boulevard, Suite 205
Lauderhill, Florida 33319
Telephone: (954)733-0777

FOR CITY:



City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 15
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 16
SCRUTINIZED COMPANY

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. 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, and no waiver shall be effective unless made in writing.

ARTICLE 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

ARTICLE 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 20
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

ARTICLE 21
JOINT PREPARATION

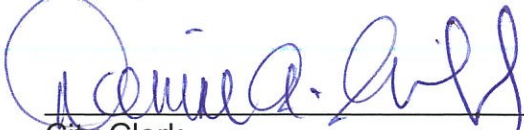
The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its Managing Member, attested to and duly authorized to execute same.

CITY

CITY OF MIRAMAR

ATTEST:




City Clerk

For
By: 

Done Vernon E. Hargray, City Manager

This 3 day of March, 2019.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:



Austin Pamies Norris Weeks Powell, PLLC
City Attorney

CONTRACTOR

WITNESSES:

Kim Morrow

Print Name: Kim Morrow-Lopez

Print Name: _____

By: [Signature]

Date: 2/5/20

INVITATION FOR BIDS
SCHOOL CROSSING GUARD SERVICES
INVITATION FOR BID No. 19-014



The City of Miramar City Commission:
Mayor Wayne M. Messam
Vice Mayor Alexandra P. Davis
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

Vernon E. Hargray, City Manager

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: Wednesday, September 25, 2019

OPENING DATE: Wednesday, October 16, 2019 at 2:00 PM EST

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INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS

Each Bid submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Bidder's name and return address;
- b) Solicitation number;
- c) The Solicitation Opening Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Bid being deemed "Non-Responsive" if the City determines that the Bid resulted in prejudice to other Bidders. The Bidders shall have no grounds to protest should such Bids that have failed to include the information described above be opened in error.

All Bids must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and three bound copies (**a total of four**) and **one USB with an electronic version** of the complete Bid must be received by the deadline for receipt of Bid specified in the Solicitation Timetable. The original and all copies must be submitted in a sealed envelope or container stating on the outside the Bidder's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Due Date and Time, to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Bid responses submitted at the same time for different Invitations for Bids shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Bids not being considered.

**THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE
OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:**

OCTOBER 16, 2019 AT 2:00 P.M.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION WILL

NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address only between the hours of 8:30 A.M. and 5:00 P.M., Mondays through Thursdays, excluding holidays observed by the City. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to provide the required Goods or Services at the stated price.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

1. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bids.
2. The term "Bidder(s)" shall refer to anyone submitting a Bid in response to this Invitation for Bids.
3. The terms "CBE" or "SBE Firm" is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE"), which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that may result from this Invitation for Bids.
7. The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.
9. The terms "Invitation for Bids", "IFB" or "Solicitation" shall mean this Invitation for Bids, including all Exhibits and Attachments approved by the City, and amendments or change orders issued by the Procurement Department.
10. The term "Procurement Department" shall refer to the Procurement Department of the City of Miramar.
11. The terms "Subcontractor" and "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder(s), who contract with the Successful Bidder(s) to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder(s).
12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bids.
13. The terms "Work", "Services", "Associated Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the

Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling 1 (800) 711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service. Bidder(s) are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Bidder(s). DemandStar does charge a nominal fee for the distribution.

Bidders who obtain copies of this Solicitation from sources other than the City's Procurement Department or DemandStar risk the potential of failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process. Such Bidders are solely responsible for such risks.

To request the Solicitation package, your request should include the following information: the Solicitation number and title; the name of the potential Bidder(s) contact person; the potential Bidder(s) name, complete address to be mailed to, telephone number, and fax number.

1-3

CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence.**" A Cone of Silence shall be imposed upon this IFB at the time of the Bid opening, and until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone acting on their behalf) with the City's professional staff. This does not apply to oral communications at Pre-Bid conferences, oral presentations before selection committees, Contract negotiations; public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, on matters not concerning this Solicitation.

Any questions, explanations, or other requests by Bidder(s) regarding this Solicitation must be requested in writing to the City's Procurement Department noted below. In addition to other penalties, violation of these provisions may render a Bid Non-Responsive and an award to a Bidder voidable.

The address and phone number for the City's Procurement Department is:

2300 Civic Center Place
Miramar, FL 33025
(954) 602-3053

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Bidder(s) to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder(s) of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.

2) The Bidder(s) is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or state and federal statutes, rules or regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address shown above or via e-mail or fax to the contact person(s) listed in this solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Department will issue a response to any inquiry it deems necessary, by written amendment to the Solicitation, issued prior to the Solicitation Due Date and Time. The Bidder(s) shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder(s) responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder(s) further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. The Bidder(s) shall submit the Bid form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**" with their Bids.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last amendment issued; the Specifications or Statement of Work; the Special Conditions; the General Terms and Conditions, and then the sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Bidder(s) to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

1-5 PREPARATION AND SUBMISSION OF A BID

a) Preparation/Submission.

1) The Bid Forms shall be used when submitting a Bid. Use of any other forms shall result in the Bidder(s) Bid being deemed "Non-Responsive."

2) The Bid will either be typed or completed legibly in ink. The Bidder(s) authorized agent will sign the Bid Forms in ink, and all corrections made by the Bidder(s) shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) Any telegraphic or facsimile Bid shall not be considered.

4) The apparent silence of the Specifications or the omission from the Specifications of a detailed description concerning any materials or Services requested shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Vendor Registration is not required.

The City utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid. The City does **not** require Bidder(s) to complete a registration application with DemandStar to be recommended for the award of any Contract. Registration with DemandStar is optional, at the sole discretion of the Bidder(s).

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms are available from the Procurement Department.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, “[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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

e) Preference for CBE or SBE Firms and Local Bidders.

- 1) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or Proposals for commodities, Services and construction.
- 2) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or Proposals for commodities, Services and construction.
- 3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent (“FTE”) Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company’s local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

f) Application of Preferences.

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the Bidder allowed the preference. Preferences shall be additive and computed as a whole on the Bid.

g) Drug-free Workplace Preference.

All public Bids are subject to the City of Miramar “Preference to Businesses with Drug-free Workplace Program” Ordinance No. 91-32, which grants a

preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled “**DRUG FREE WORKPLACE AFFIDAVIT.**”

h) Anti-Kickback Affidavit.

All Bidder(s) shall submit the duly signed and notarized form entitled “**ANTI-KICKBACK AFFIDAVIT**”.

i) Non-Collusion Declaration.

All Bidder(s) shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder(s), firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder(s), or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder(s), or any person interested in the proposed work. All Bidder(s) shall submit the duly signed form entitled “**NON-COLLUSION DECLARATION**”.

j) Non-Discrimination Affidavit.

All Bidder(s) shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidder(s) shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery. All Bidder(s) shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT**”.

k) Living Wage Affidavit

All Bidder(s) shall affirm that, at all times during the term of the agreement, that their organization shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If the Successful Bidder does not offer a covered employee health care benefits, Successful Bidder shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, the Successful Bidder agrees to produce, upon request of the City, all documents and payroll records

demonstrating compliance with the abovementioned living wage requirements. All Bidder(s) shall submit the duly signed and notarized form entitled "**LIVING WAGE COMPLIANCE AFFIDAVIT**"

- l) Business/Vendor Profile Survey.

All Bidder(s) shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

- m) Request for Taxpayer Identification Number and Certification.

All Bidder(s) shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

- n) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder(s) acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

- o) Conflicts of Interest.

The award of the Contract is subject to the provisions of Chapter 112, Florida Statutes. Bidder(s) shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the City at the time of the Bid, or at the time of occurrence of the Conflict of Interest thereafter.

- p) Collection of Fees, and Taxes.

By acceptance of a Contract, the Successful Bidder(s) acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder(s) for the award of any Contract.

1-6 MODIFICATION OR WITHDRAWAL OF A BID

- a) Modification of a Bid.

Any modification of a Bid by the Bidder(s) shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Bidder(s) shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder(s) stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Bid.

A Bid may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Due Date and Time. A Bid may also be withdrawn after 180 calendar days after the Solicitation Due Date and Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder(s).

1-7

LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Bids received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Bids received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Bids received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or considered.

1-8

SOLICITATION POSTPONEMENT OR CANCELLATION

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

1-9

COST OF BIDS

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, or for any other effort required of or made by the Bidder(s) prior to commencement of Work as defined by a contract duly approved by the City Commission.

1-10

RECEIPT OF ADDENDA AND SUBSTITUTE BID FORMS

It is the Bidder's responsibility to ensure receipt of all addenda and substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Division, prior to submitting a Bid, that all addenda have been received.

All inquiries regarding this Bid must be written and should be **emailed** to:

Darlene Charles
Procurement Analyst
Phone: (954) 602-3047
Email: dicharles@miramarfl.gov

1-11

EXCEPTIONS TO THE SOLICITATION

Bidder(s) may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder(s) cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid Non-Responsive. **BIDDER(S) TAKING EXCEPTIONS ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions or accept any Bid with an exception. Bidder(s) are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

1-12

PROPRIETARY/CONFIDENTIAL INFORMATION

Bidder(s) are notified that all information submitted as part of or in support of Bids will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Bids in person must make an appointment by calling the Procurement Department at (954) 602-3054.

All Bids submitted in response to this Solicitation become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

1-13

EVALUATION OF BIDS

a) Rejection of Bid.

1) The City may reject any Bidder's(s') Bid and award to the next lowest responsive, responsible Bidder(s);

or

The City may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if the Bidder(s) does not accept, or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder(s) must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder's(s)' site or hold a pre-award qualification hearing to determine if the Bidder(s) possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Bidder(s), including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder(s) to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

1-14

NEGOTIATIONS

Not applicable to this Solicitation.

AWARD OF A CONTRACT(S)

a) Contract(s).

This Solicitation contains the Contract. After award, a Contract(s) **similar** to that, inclusive of all attachments and any modifications **that the City, in its sole discretion, may make**, will constitute the entire Contract(s) between the parties. No rights shall inure to the benefit of any Bidder(s) pursuant to this Solicitation until the Contract has been executed by both parties.

b) Additional Information.

The award of a Contract(s) may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Specifications. The Successful Bidder(s) shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Bidder(s) is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award any Contract(s) to the next lowest, responsive, responsible Bidder(s) whose bid is in the best interest of the City.

c) Independent Contractor(s).

The Successful Bidder(s) shall be a contractor(s) operating independently from the City. All employees and contractor(s) to the Successful Bidder(s) shall be considered to be, at all times, the sole employees or contractor(s) of the Successful Bidder(s) under its sole discretion and not an employee, contractor(s), or agent of the City. Nor shall employees and contractor(s) to the Successful Bidder(s) enjoy any privity of contract with the City. Neither the Successful Bidder(s) nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractor(s). The City may require the Successful Bidder(s) to remove any employee or contractor(s) it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

d) Contract Extension.

The City reserves the right to automatically extend any Contract(s) for up to 180 calendar days beyond the stated Contract(s) term, for operational purposes, under the same terms and conditions of said Contract(s). The City shall notify the Successful Bidder(s) in writing of such extensions. Additional extensions beyond the first 180-day extension may occur, if, approved by the City's Commission with the mutual agreement of the City and the Successful Bidder(s).

e) Limited Contract(s) Extension.

Any specific Work assignment which commences prior to the termination date of any Contract(s) and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract(s).

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract(s).

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder(s) guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract(s). The City is not obligated to place any order for a given amount subsequent to the award of any Contract(s). Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the lowest responsive, responsible Bidder(s) meeting Specifications.

h) Non-Exclusive Contract(s).

Although the purpose of this Solicitation is to secure a Contract(s) that can satisfy the total needs of the City, it is agreed and understood that any Contract(s) does not constitute the exclusive rights of the Successful Bidder(s) to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

i) Voluntary Reduction in Price

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

1-16 RIGHT OF APPEAL

After a notice of intent to award a Contract is posted, any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from the protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule provided below:

Contract Award	Amount Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-17

BIDDER(S) AND RESULTING SUCCESSFUL BIDDER(S) OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder(s) shall comply with all laws and regulations applicable to the Goods and/or Services contained in this Solicitation. The Bidder(s) is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

c) Living Wage

At all times during the term of the agreement, the Successful Bidder shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If the Successful Bidder does not offer a covered employee health care benefits, Successful Bidder shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, the Successful Bidder agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements.

A covered employee, as used herein, is defined as an employee who performs school crossing guard services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

d) Purchasing Card (P-Card)

The City of Miramar has implemented a Procurement Card (P-Card) Program. Bidders must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Bidders shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

1-18

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for purchase of supplies, materials, or Services, including professional Services which involve the expenditure of \$25,000 or more, shall require that the Bidder(s) submits with its Bid a listing of all first-tier Subcontractors or Subconsultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the Successful Bidder(s). In addition, the Successful Bidder(s) shall not change or substitute Subcontractors, Subconsultants, or suppliers from those listed in the Bid except upon written approval of the City.

All Bidder(s) shall submit the completed Bid form entitled "**BIDDER(S) DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

END OF SECTION

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT FOR SCHOOL CROSSING GUARD SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF MIRAMAR.

The purpose of this Solicitation is to establish a Contract for the City for the Services specified herein from an entity that will provide prompt and professional Service. Specifically, the purpose is to select a Provider to perform School Crossing Guard Services according to the specifications set forth herein.

The City requests Bid(s) from experienced, fully-qualified, certified and licensed companies, hereinafter referred to as the "Bidder", to provide the Services described herein for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
IFB Issuance.....	Wednesday, September 25, 2019
Pre-Bid Conference.....	N/A
Deadline for Clarification Questions	Monday, October 7, 2019
Bids Due to City.....	Wednesday, October 16, 2019 at 2:00 PM EST
Award of IFB and Contract by City Commission	TBA

Staff recommendation for award and approval of award by the City Commission will follow.

2-3

TERM OF CONTRACT: THREE YEARS WITH TWO OPTIONAL ONE-YEAR RENEWAL PERIODS

The Contract(s) resulting from this Solicitation shall be for a period of three years commencing on the date on which the Contract has been signed by both parties, or, if provided, on the commencement date specified in the Contract, with two successive options to renew of one year each. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Provider prior to the expiration date of the existing Contract or any valid extension thereof.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract. The City Manager or his/her designee is authorized to extend, for operational

purposes only, an additional 90 days, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4

METHOD OF AWARD: TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

The award of any Contract resulting from this Solicitation will be made to the lowest responsive, responsible Bidder that meet the minimum qualifications and whose Bid will be most advantageous to the City.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Bidder(s) shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6

PRE-BID CONFERENCE

A Pre-Bid Conference will NOT be held for this Solicitation.

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department by October 7, 2019.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Attn. Darlene Charles
Telephone: (954) 602-3047
Fax: (954) 602-3684
Email: dicharles@miramarfl.gov

2-7

INSURANCE

See requirements in Section 4, Contract.

2-8

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Bidder(s) understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Successful Bidder(s) agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-9

QUALIFICATIONS OF THE SUCCESSFUL BIDDER(S):

The Successful Bidder(s) shall **submit proof of the following qualifications with its Bid:**

1. Must be operating as the same business entity for a minimum of five years and have been providing school crossing guard services actively and continuously for a minimum of three years.
2. Be licensed to do business in the State of Florida for the services specified herein.
3. Provide at least five client references for which the firm has provided similar services along with contact information for each reference. References for government agencies are preferred (See Reference Questionnaire in Section 7)
4. Submit evidence of the firm's resources to provide the Services contemplated in this Solicitation.

2-10

ACCEPTANCE OF GOODS AND SERVICES BY THE CITY

The Services shall be performed by the Successful Bidder(s) consistent with the highest professional standards. Any Work not performed as required shall be corrected by the provider to the extent possible at no cost to the City.

An authorized representative of the City will inspect the Services provided under this IFB to determine acceptance of Work, appropriate invoicing and warranty conditions.

2-11

ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS

a) Precautions shall be exercised at all times for the protection of persons and property. The Successful Bidder(s) and all Subcontractors shall conform to all OSHA, state, county and City regulations while performing under the terms and conditions of the Contract. Any fines levied by any of the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Successful Bidder(s) responsible for same. Barricades shall be provided by the Successful Bidder(s) when Work is performed in areas traversed by persons, automotive traffic, or when deemed necessary by the City. In such cases, the

Successful Bidder(s) shall notify the City's Police Department at least seven days prior to barricading. The Successful Bidder(s) shall send this notification to:

City of Miramar
Office of the Chief of Police
11765 City Hall Promenade
Miramar, FL 33025

2-12

DEFICIENCIES IN WORK TO BE CORRECTED BY THE SUCCESSFUL BIDDER(S)

To the extent applicable, the Successful Bidder(s) shall promptly correct all deficiencies and/or defects in Work and/or any Work that fails to conform to the Statement of Work, whether or not fabricated, installed, or completed. All corrections shall be made within seven calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Successful Bidder(s) by an authorized representative of the City. The Successful Bidder(s) shall bear all costs of correcting such rejected Work. If the Successful Bidder(s) fails to correct the Work within the period specified, the City shall find the Bidder(s) in default, obtain the Services of another party to correct the deficiencies, and charge the Successful Bidder(s) for these costs, either through a deduction from the final payment owed to the Successful Bidder(s) or through invoicing.

2-13

LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE SUCCESSFUL BIDDER(S)

Unless otherwise provided in the specifications, the Successful Bidder(s) shall furnish all labor, materials, and equipment necessary to satisfy the completion of the Services. When not specifically identified in the Specifications, such materials and equipment shall be of a suitable type and grade for to satisfy and achieve the purpose of this Solicitation. All materials, workmanship, and equipment shall be subject to the inspection and approval of the City.

2-14

NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A PURCHASE ORDER

The Successful Bidder(s) shall neither commence any Work nor enter any City premises, land or right of way for the purpose of working until a Purchase Order has been received from the City's Procurement Department; provided, however, that such notification shall be superseded by any emergency Work that may be specified herein.

**2-15
PROTECTION OF PROPERTY AND CLEAN UP**

Not applicable to this Solicitation.

**2-16
SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)**

Not applicable to this Solicitation.

**2-17
TOXIC AND NONTOXIC SUBSTANCES**

a) The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration ("OSHA") and the Florida "Right to Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local Fire Rescue Department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder(s) shall supply this information to:

City of Miramar
Fire Rescue Department
Attn: Fire Prevention
14801 SW 27 Street
Miramar, FL 33027

b) To the extent applicable, all Bidder(s) must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the Work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed Non-Responsive.

c) Hazardous materials are those materials, chemicals or substances which are flammable, or which may self-react or react with other materials to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which by their toxicity, radioactivity or any other physical, chemical or nuclear property when contained or when involved in an unauthorized release may cause danger to life or create a serious health hazard. Hazardous materials shall include such materials as compressed gases, cryogenic fluids, flammable liquids, combustible liquids, flammable solids, corrosives, oxidizing materials, reactive and unstable materials, highly toxic, poisonous and radioactive materials as classified in Section 5240, Division, whether the materials are in usable or waste condition.

d) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014

2-18

EMPLOYEES AND CONTRACTOR(S)

All employees and contractors of the Successful Bidder(s) shall be considered to be, at all times, the sole employees or contractors of the Successful Bidder(s) under its sole discretion and not an employee, contractor, or agent of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractors.

The City may require the Successful Bidder(s) to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

The direction and supervision of employees shall be by competent, qualified and sober personnel, and the Successful Bidder(s) shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All Subcontractors, Subconsultants, superintendents, foremen and workmen employed by the Successful Bidder(s) shall be careful and competent. The Successful Bidder(s) shall also provide uniforms and picture I.D. badges to each employee. Employees and Subcontractors of the Successful Bidder(s) shall have and wear proper dress attire at all times. Proper dress attire shall be in accordance with the uniform and equipment outlined in Section 3-5 of this solicitation.

All employees used by the Successful Bidder(s) during the term of the Contract shall be of a standing or affiliation that will permit the Successful Bidder(s) performance to be carried on harmoniously and without delay, and in no case or in any circumstances will such employees cause any disturbance, interference or delay to any Work or Service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The Successful Bidder(s) shall see to it that its employees serve the City in a courteous, helpful and impartial manner. The Successful Bidder(s) shall furnish the City with a current roster of employees.

2-19

SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL

The Successful Bidder(s) shall provide for each owner, key personnel, employee, or contractor a complete, national **SECURITY BACKGROUND CHECK**. These shall be provided by the Successful Bidder(s) upon issuance of a Notice to Proceed acceptable to the City.

The City will have the exclusive option of determining which personnel may perform Work under the Contract(s). The City may also deem certain personnel suitable to perform Work only at certain City locations or buildings and not others.

Under no circumstance shall the Successful Bidder(s) allow personnel deemed unsuitable by the City to perform Work or substitute for suitable personnel.

2-20

LOCAL PARTICIPATION PLAN

The City desires to maximize the use of Miramar residents in the delivery of these Services. **The City requires a minimum of 10% of the workforce for this contract to be Miramar residents. To achieve this goal, the City is requesting that Bidders include in their bid an Assurance Statement on company letterhead, signed by an authorized representative, affirming that the Bidder will comply with the City's non-discrimination policies, acknowledging the percentage requirements established for this contract, and agrees to provide a good faith effort to solicit Miramar residents to achieve the local participation plan.**

END OF SECTION

SECTION 3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

3-1 PURPOSE AND INTENT OF IFB

The City is seeking a company to provide school crossing guard services when and where needed throughout the City. The Successful Bidder will be expected to provide crossing guards at the locations specified by the City and at all times when students are traveling to and from school, and shall be completely responsible for the supervision of such personnel in accordance with the contract specifications, terms and conditions, and shall exercise exclusive control over such personnel employed by them to fulfill the requirements of the contract.

3-2 CURRENT POSTS

The City currently utilizes crossing guards at 63 posts throughout the City. The City reserves the right to add additional posts as deemed necessary at any time throughout the contract. The current posts are as follows:

	SCHOOL	POST LOCATION
1	MIRAMAR ELEMENTARY	SW 68 AVE @ SW 26 ST
2		SW 68 AVE @ SW 26 ST (LIGHT)
3		SW 69 AVE @ SW 26 ST
4		SW 68 AVE @ SW 25 ST
5	PERRY ELEMENTARY	SW 68 AVE @ SW 33 ST
6		SW 68 AVE @ SW 34 ST
7		6800 BLOCK OF 34 ST (FRONT OF SCHOOL)
8		SW 69 WAY @ CIVIC CENTER
9		SW 69 AVE @ MIRAMAR PARKWAY
10		SW 69 AVE @ MIRAMAR PARKWAY
11		SW 68 AVE @ MIRAMAR PARKWAY
12		SW 68 AVE @ MIRAMAR PARKWAY
13	FAIRWAY ELEMENTARY	MIRAMAR PARKWAY @ TARPON DR
14		FAIRWAY BOULEVARD @ NASSAU DR
15	SEA CASTLE ELEMENTARY	9600 MIRAMAR BOULEVARD (FRONT OF SCHOOL)
16		9600 MIRAMAR BOULEVARD (FRONT OF SCHOOL)
17		FAIRMONT AVE @ BELLAIRE DR
18		FAIRMONT AVE @ MIRAMAR PARKWAY
19		FAIRMONT AVE @ MIRAMAR PARKWAY
20		FAIRMONT AVE @ MIRAMAR BOULEVARD
21		MIRAMAR BOULEVARD @ DOUGLAS ROAD
22		MIRAMAR BOULEVARD @ PALM AVE
23		MIRAMAR BOULEVARD @ PALM AVE

24	RENAISSANCE MIDDLE	MIRAMAR PARKWAY @ PALM AVE
25		MIRAMAR PARKWAY @ PALM AVE
26		MIRAMAR BOULEVARD @ PALM AVE
27		MIRAMAR BOULEVARD @ PALM AVE
28		MIRAMAR BOULEVARD @ PALM AVE
29		MIRAMAR BOULEVARD @ HIATUS RD
30		MIRAMAR BOULEVARD @ HIATUS RD
31		MIRAMAR BOULEVARD (Front of School)
32	SUNSHINE ELEMENTARY	MIRAMAR BOULEVARD @ ISLAND DR
33		LASALLE BOULEVARD @ ISLAND DR
34		MADEIRA STREET @ JAMAICA DR
35		MONTEGO DRIVE @ MADEIRA ST
36		LASALLE BOULEVARD @ NASSAU DR
37		LASALLE BOULEVARD @ MONTEGO DR
38		LASALLE BOULEVARD @ JAMAICA DR
39	COCONUT PALMS ELEMENTARY	MONARCH LAKES BLVD @ 136 AVE
40		MONARCH LAKES BLVD @ 136 AVE
41	SILVER LAKES ELEMENTARY	SW 178 AVE @ 30 ST
42		SW 176 TERR @ 30 ST
43		SW 30 ST @ 17400 BLOCK
44		SW 173 AVE @ 23 ST
45	SUNSET LAKES ELEMENTARY	MIRAMAR PKWY @ 184 AVE (NS)
46		SW 186 AVE @ 2500 BLOCK (REAR OF SCHOOL)
47		SW 184 AVE & 25 ST
48	SILVER SHORES ELEMENTARY	DYKES RD @ PEMBROKE RD
49		DYKES RD @ PEMBROKE RD
50	CORAL COVE ELEMENTARY	SW 148 AVE @ 52 DR
51		BASS CREEK RD @ SW 148 AVE
52		BASS CREEK RD @ SW 149 TERR
53	DOLPHIN BAY ELEMENTARY	MIRAMAR PARKWAY @ DYKES ROAD
54		MIRAMAR PARKWAY @ DYKES ROAD
55		BASS CREEK @ DYKES ROAD
56		MIRAMAR PARKWAY @ SW 164 AVE
57		MIRAMAR PARKWAY @ SW 164 AVE
58	GLADES MIDDLE SCHOOL	MIRAMAR PKWY @ SW 172 AVE
59		MIRAMAR PKWY @ SW 172 AVE
60		BASS CREEK @ SW 165 AVE
61		BASS CREEK @ SW 165 AVE
62		DYKES @ BASS CREEK RD
63		DYKES @ BASS CREEK RD

3-3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

1) THE SUCESSFUL BIDDER SHALL:

- a. Run a criminal background check on all employees or contract personnel employed for the assignment to the City. Eligible employees shall have no felony convictions.
- b. Mandate that all employees utilized for the City as school crossing guards report any criminal charges brought against them immediately as they may occur. The Successful Bidder, upon receipt of such information, will immediately notify the City.
- c. Provide persons who are neat, clean, well groomed and courteous and at least twenty-one (21) years of age. The Successful Bidder shall obtain approval from the City for all persons to be employed as crossing guards before such persons commence work in the City. If requested by the City, the Successful Bidder agrees to remove any employee and substitute with an acceptable person at any crossing post.
- d. Ensure that employees have completed all required training before being assigned work as crossing guards. The Successful Contractor shall provide the City with a list of names and evidence of training for all guards, back-up guards and field supervisors. Changes to the list are to be provided to the City as they occur.
- e. Ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup shall be fully trained and familiar with the specific crossing location.
- f. Obtain the school calendar from the Broward County Public Schools and provide crossing guards during all times that school is in session, at the applicable times of day when students are traveling to and from school.

2) DUTIES OF THE CROSSING GUARD:

- a. Be knowledgeable of the requirements and post instructions to ensure strict compliance with the requirements.
- b. Maintain safe control of pedestrian traffic by utilizing the knowledge, skills and ability provided by Contractor through necessary trainings.
- c. Be present at assigned duty areas at required times. Crossing guards shall not leave assigned area unattended until properly relieved. Under no circumstances shall any assigned duty area be left unattended.
- d. Be alert to surrounding area of responsibility at all times.
- e. Complete any necessary reports for incidents and report to Supervisor immediately.
- f. Maintain a high level of professionalism at all times while on duty.
- g. Wear proper uniforms at all times while on duty including photo ID.

3) DUTIES OF THE CROSSING GUARD SUPERVISOR:

- a. Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
- b. Schedule relief for crossing guard personnel for necessary breaks or any other occurrences.
- c. Ensure that assigned areas are staffed and not left abandoned at all times.
- d. Make at least one physical check of crossing guards per week and provide the City designated representative with a weekly inspection report. Problems and issues shall be handled in the following manner:
 - o Any identified problems or issues shall be corrected within 24 hours.
 - o Corrective measures shall be taken the next day and site supervisor shall provide an expected time of resolution.
 - o If a problem or issue cannot be corrected within 24 hours, the site supervisor shall contact the City designated representative by telephone. The site supervisor shall follow up in writing explaining the nature of the problem and why it cannot be corrected within 24 hours.

3-4 TRAINING

It shall be the responsibility of the Successful Bidder to ensure that all persons employed as crossing guards receive and successfully complete proper training as required by the State of Florida. Formal training of all school crossing guards assigned to the City shall be conducted as per the standards and guidelines established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the "Ramon Turnquest School Crossing Guard Act".

The Successful Bidder shall provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor's employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the year, will be the sole responsibility of the Successful Bidder.

3-5 EQUIPMENT AND UNIFORM

The Successful Bidder is responsible for supplying all equipment necessary for the school crossing guards to perform their assigned duties. This equipment should include but not be limited to the following equipment for a guard:

- a) Fluorescent and retro-reflective safety vest
- b) Fluorescent orange glove
- c) Hand held "Stop" signs
- d) Metal Whistle

The Successful Bidder shall also provide each crossing guard with the following uniform articles:

- a) White short or long sleeve shirts with sewn on Crossing Guard patch above left chest pocket, embroidered name above right chest pocket and City shoulder patch on each shoulder;
- b) Dark navy blue six-pocket shorts or pants;
- c) Black baseball-type cap printed with City seal;
- d) Yellow or hi-visibility yellow Raincoat.
- e) Photo identification showing the Successful Bidder's name and the employee's name.

The City will provide the Successful Bidder with the necessary "Miramar" sleeve patches. Any required replacement of aged, lost or damaged equipment and clothing shall be the responsibility of the Successful Bidder.

3-6 SPECIAL EVENTS

This contract allows the Successful Bidder to provide pedestrian traffic guards for City special events on an as needed basis. The City will provide the Successful Bidder with specific dates of these events when known to the City and will give the Successful Bidder fourteen (14) days advance notice of the City's requirements.

3-7 FEES & COSTS

1. Bidders shall quote an all-inclusive fee for the Work described in this solicitation document. The all-inclusive fee shall include but not be limited to all labor, equipment, uniforms, benefits, travel, lodging, materials, printing, overhead and profit and any other contractor expense for this Project, unless described as a separate cost in this section.

3-8 MANAGEMENT & PERSONNEL

In the Bid, attach a sheet that shall include the following information:

5. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the Firm and local office.
 - b. Location of the office where the Work for these Services is to be performed or managed.

- c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
6. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your company's performance of any services arising within the last five years from the due date of this Bid.

Manager(s) shall attend scheduled monthly meetings with City designated staff for purposes of discussing performance, schedules, punch list and any other issues that may affect the satisfactory performance of the terms of the Contract.

Manager(s) shall perform weekly inspection of all areas with the City designee. From the weekly inspection, a punch list of all defects will be prepared by the City designee and presented to the manager for corrective actions to be taken within the stipulated time frame.

3-9 SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing specifications as to any detail or omission from it as a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these Specifications shall be made upon the basis of this statement.

END OF SECTION

SECTION 4
AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND

FOR
SCHOOL CROSSING GUARD SERVICES

This Agreement (or "Contract") is entered into this ____ day of _____, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

_____, a _____ corporation with its principal business address located at _____, hereinafter referred to as "Contractor".

WHEREAS, on _____, 2019 the City issued Invitation for Bid No. 19-014 ("IFB") for SCHOOL CROSSING GUARD SERVICES; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service; and

WHEREAS, on _____, 2019, the City Commission approved the award of the IFB to Contractor and authorized the execution of the appropriate Agreement between the City and the Contractor for provision of services, for an initial term of three years with the option to renew for two additional one-year terms.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bids No. 19-014 (“IFB”), the Contractor’s Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment “A”.

Estimates/Quotations:

All requests for related Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the City, as well as an approved purchase order authorizing Services.
2. Failure of the Contractor to adhere to the City’s purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

ARTICLE 2
COMPENSATION

The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall be for a term of three years, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one year renewal terms, unless terminated earlier pursuant to Article 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

ARTICLE 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement

ARTICLE 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

ARTICLE 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 8
INSURANCE

8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

8.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and

- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 9 **MISCELLANEOUS**

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

9.3 At all times during the term of this Agreement, Contractor shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If Contractor

does not offer a covered employee health care benefits, Contractor shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, Contractor agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements. A covered employee, as used herein, is defined as an employee who performs school crossing guard services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

ARTICLE 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 12 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 15
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 16
SCRUTINIZED COMPANY

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. 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, and no waiver shall be effective unless made in writing.

ARTICLE 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

ARTICLE 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 20
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

ARTICLE 21
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

City Clerk

By: _____
Vernon E. Hargray, City Manager

This ___ day of _____, 2019.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

CONTRACTOR

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

**SECTION 5
BID COVER SHEET – IFB No. 19-014**

BIDDER'S NAME (Name of firm, entity, or organization): _____	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____	
NAME AND TITLE OF BIDDER'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (____) _____	FAX: (____) _____
BIDDER'S ORGANIZATION STRUCTURE:	
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: _____ _____	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: _____ _____ _____	
BIDDER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 6 BID PRICE SHEET

6-1

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Bid, reflecting Cost Realism, including all Information other than Cost and Pricing Data and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost Realism shall mean that the costs in a Proposer's Bid are realistic for the Work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Proposer's Technical Bid.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

SECTION 6 BID PRICE SHEET (CONT.)

Bidders shall quote a firm, fixed, all-inclusive annual fee, for services described in Section 3. The all-inclusive fee shall include but not be limited to all labor, equipment, uniforms, benefits, travel, lodging, materials, printing, overhead and profit and any other Contractor expense, cost or charge in providing the Services. Estimated Annual Crossing Guard hours are based on the number of school days, the number of crossing guard locations, and the estimated number of hours worked per day. Estimated Annual Supervisor hours are based on the number of school days, the number of supervisors, and the estimated number of hours worked per day. The City does not guarantee the number of hours for the contract.

	Estimated Annual Hours	Firm/Fixed Rate per Hour	TOTAL (Estimated Annual Hours X Rate)
Crossing Guard	22,680		
Crossing Guard Supervisor	5,400		
TOTAL BID			

TAXPAYER IDENTIFICATION NUMBER (TIN): _____

BIDDER'S NAME: _____
(Company Name)

By: _____
(Principal's Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE**

SECTION 7 BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) occupational license type and number: _____
- (4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER(S) MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

- (5) Describe experience providing school crossing guard Services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in section 2-9:

- (6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 7 (CONT'D) REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide School Crossing Guard Services?		
2	Was the firm's staff readily accessible and responsive?		
3	How would you rate the firm's performance with implementation and training?		
4	Overall, what would you rate the firm's performance?		
5	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 8
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 8
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 9
DRUG-FREE WORKPLACE AFFIDAVIT
FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual Services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual Services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual Services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
 - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**SECTION 9
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

FLORIDA STATE STATUTE 287.087

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Print Name

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 10
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 13 LIVING WAGE COMPLIANCE AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal. **Vendor may be deemed non-responsive for failure to submit this form.**

Company: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

By signing below, I hereby certify that the covered employees listed below (please check one):

A. Receive a minimum pay of \$ ____ per hour and are provided health benefits valued at \$ ____ per hour

B. Receive a minimum pay of \$ ____ per hour and are not provided health benefits.

Provide names of hourly employees providing covered services and their job classifications for the above referenced contract.

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Attach additional sheets in the format above, if needed)

I, _____ of _____, hereby attest that
 (Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct, and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Requirement set forth in the Solicitation, in accordance with wage rates and provisions of the Living Wage Requirement in the Solicitation;
- b) Upon request of the City, provide all documents and payroll records demonstrating compliance with the living wage requirements; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Signature Title

LIVING WAGE COMPLIANCE AFFIDAVIT (CONTINUED)

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known or Produced Identification

Type of Identification Produced _____

SECTION 14 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____

(Choose below as applicable)

- Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.
- Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.
Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____
Address: _____
Telephone Number: _____ E-Mail Address: _____
Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees in local workforce (Miami Dade and Broward Counties), of which _____ are full time equivalent Miramar residents.

Signature Title Date

SWORN TO AND SUBSCRIBED BEFORE ME this _____.day of _____, 20__

STATE OF _____
COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

FAILURE TO COMPLETE THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
END OF DOCUMENT



Date of Issuance of Addendum: October 14, 2019

**CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 1**

To

**INVITATION FOR BIDS NO. 19-014
SCHOOL CROSSING GUARD SERVICES**

Bidders are hereby notified that this **Addendum No. 1** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on September 25, 2019.

This **Addendum No. 1** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 1** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB, and shall conform to the addition(s) and revision(s) contained herein.

THE FOLLOWING ARE QUESTIONS AND RESPONSES:

1. School crossing guards working for the City of Miramar under the terms of the agreement are technically not employees of the City. Please confirm whether they will still be paid a living wage as outlined in the bid.

Yes

2. If health care benefits are offered but refused by the employee will employee be paid \$13.27 as if health care benefits are provided?

Under this bid, the Contractor is required to pay a living wage to all its covered employees. Employees who do not have health benefits are to be paid a living wage of \$14.90 per hour effective January 1, 2020 and \$16.71 per hour effective January 1, 2021.

3. Will all crossing guards employed under this agreement receive the salary adjustment on January 1st, 2021 or will health care benefits effect the adjusted living wage amount of \$16.71?

The salary adjustment applies to employees for whom the company does not pay health care benefits.

4. Can the bill rate be adjusted January 1st, 2021 as a provision for the salary increase?

Bid amount must take into consideration the anticipated increase on January 1st, 2021. Please see revised price sheet.

5. How many hours daily are the guards paid for a single post (one school) including morning and afternoon coverage?

Approximately 2 hours per day.

6. It states that with benefits, the hourly wage is \$13.27 and without benefits, the hourly wage is \$14.90, and on January 1, 2021, the living wage will increase to \$16.71. Are we supposed to submit two (2) separate bid sheets – one based on the current living wage amount and the second based on the new living wage to start on January 2021?

Yes. Please see revised price sheet.

7. Where required affidavits indicate that the notarization will take place using a Florida Notary, is it permissible to modify the documents and have them notarized in our headquarters state of North Carolina instead?

Yes.

8. Who is the current incumbent?

Nextaff, LLC.

9. When were they awarded the contract? Copy of the current contract?

The contract was awarded on July 6, 2016. Attached is a copy of the current contract.

10. Estimated usage (number of hours) of prior contract

The previous estimated Crossing Guard hours were 25,892; the previous estimated Supervisor hours were 6,510.

11. How many weekly/monthly/annual hours are required for this bid?

Estimated annual hours are provided in Section 6 of the IFB (Price Sheet). Please refer to attached Revised Price Sheet for details. Weekly or monthly hours will vary according to the Broward County Public Schools calendar.

12. What is the current bill rate?

The current rate is \$12.25/hour

13. What was the previous bill rate?

The current rate is \$12.25/hour

14. Is overtime rate [out]lined in the contract?

No.

15. What was the contract amount spent last year?

\$311,800

16. Is there any minimum wage/pay?

No. This bid requires a living wage.

17. Does the District abide by any city Living Wage Ordinances or just minimum wage?

This bid requires a living wage.

18. Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

The terms and conditions of this contract require a living wage.

19. Is this bid subject to a union or CBA?

No.

20. Is this bid set aside WMBEs or SLBEs? Or are there any goals if we have WMBEs or SLBEs or DVBE subcontractor

No.

21. Does this bid required bid bond or performance bond? If yes how often have you assessed liquidated damage, if applicable?

This bid does not require a bid bond or performance bond.

22. Should the proposer allocate the split shift expense into our hourly rate or will the City allow for the vendor to bill the split shift expense separately.

Hourly rates should include all costs. Please see revised price sheet.

23. Is there a desired page limit for the proposal submission?
Does this IFB require a more thorough written narrative or proposal outside of the forms provided?

No.

24. Please provide the current schedule of time worked by the Crossing Guards? A total number of service hours annually for the contract would work if you don't have a schedule.

The crossing guards currently work from 0700 to 0800 in the morning and from 1345 to 1430 (1:35 pm to 2:30 pm). On the bid info provided, we suggested 2 hours a day

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB advertised	Wednesday September 25, 2019
Deadline for receipt of questions	Monday, October 7, 2019
Deadline for receipt of Bids:	Wednesday, October 16, 2019 at 2:00 P.M. Tuesday, October 22, 2019 at 2:00 P.M.

This addendum consists of **eighteen (18)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, “It is the sole responsibility of the Bidder(s) to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder(s) of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.”

In accordance with Section 1-4(b)(3) of the Solicitation, “It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid forms. It is the Bidder's further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. Bidders shall submit the Bid form entitled “**ADDENDA ACKNOWLEDGEMENT FORM**” with their Bids.”

Any Bids to the IFB already delivered to the City prior to or simultaneously with the issuance of this Addendum No. 1 are available to be picked up unopened.

SECTION 6 BID PRICE SHEET (CONT.)

Bidders shall quote a firm, fixed, all-inclusive annual fee, for services described in Section 3. The all-inclusive fee shall include but not be limited to all labor, equipment, uniforms, benefits, travel, lodging, materials, printing, overhead and profit and any other Contractor expense, cost or charge in providing the Services. Estimated Annual Crossing Guard hours are based on the number of school days, the number of crossing guard locations, and the estimated number of hours worked per day. Estimated Annual Supervisor hours are based on the number of school days, the number of supervisors, and the estimated number of hours worked per day. The City does not guarantee the number of hours for the contract.

Year 1 Bid Amount (Jan 1, 2020-Dec 31, 2020)

	Estimated Annual Hours	Firm/Fixed Rate per Hour	TOTAL (Estimated Annual Hours x Rate)
Crossing Guard	22,680		
Crossing Guard Supervisor	5,400		
TOTAL			

Years 2&3 Bid Amount (Jan 1, 2021-Dec 31, 2022)

	Estimated Annual Hours	Firm/Fixed Rate per Hour	TOTAL (Estimated Annual Hours x Rate)
Crossing Guard	22,680		
Crossing Guard Supervisor	5,400		
TOTAL			

TOTAL BID AMOUNT (Years 1 – 3): \$ _____

In Figures

TAXPAYER IDENTIFICATION NUMBER (TIN): _____

BIDDER'S NAME: _____
(Company Name)

By: _____
(Principal's Signature)

(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL DEEM YOUR BID NON-RESPONSIVE

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
THE BUTLER GROUP OF SOUTH FLORIDA d/b/a NEXTAFF
FOR
SCHOOL CROSSING GUARD SERVICES

This Agreement (or "Contract") is entered into this 6 day of July, 2016, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

The Butler Group of South Florida d/b/a Nextaff, a Florida corporation with its principal business address located at 3810 Inverrary Boulevard, Suite #205. Lauderhill, Florida 33319, hereinafter referred to as "Contractor".

WHEREAS, on May 19, 2016 the City issued Invitation for Bid No. 16-015 ("IFB") for SCHOOL CROSSING GUARD SERVICES; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service; and

WHEREAS, on July 6, 2016, the City Commission approved the award of the IFB to Contractor and authorized the execution of the appropriate Agreement between the City and the Contractor for provision of services, for an initial term of three years with the option to renew for two additional one-year terms.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

SECTION 1 **SCOPE OF SERVICES**

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bids No. 16-015 ("IFB"), the Contractor's Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

Estimates/Quotations:

All requests for related Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the City, as well as an approved purchase order authorizing Services.
2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

SECTION 2 **COMPENSATION**

The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the

corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

SECTION 3 **TERM OF AGREEMENT**

The term of this Agreement shall commence on August 22, 2016 and shall be for a term of three years, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

SECTION 4 **TERMINATION OF AGREEMENT**

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement

SECTION 5 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible

property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, including any required certificate(s) of endorsement.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Professional Liability	\$ 500,000	\$1,000,000

Workers' Compensation
Statutory Amount

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9
MISCELLANEOUS

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

SECTION 10
AUDIT AND INSPECTION RIGHTS

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11
AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Buffy A. Butler
NEXTAFF
3810 Inverrary Boulevard, Suite 205
Lauderhill, Florida 33319
Telephone: (954) 733-0777
Facsimile: (954) 733-0444

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. 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, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 19
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

SECTION 20
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its Managing Member attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Giff
City Clerk

By: Kathleen Woods Richardson
Kathleen Woods Richardson, City Manager

atfp

This ___ day of _____, 2016.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

A. J. C.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

CONTRACTOR

WITNESSES:

Delisa Williams

Print Name: Delisa Williams

Linda M. Wilson

Print Name: Linda Wilson

By: [Signature]

Date: _____

**AMENDMENT NO. 1 TO THE SCHOOL CROSSING GUARD
AGREEMENT WITH
THE BUTLER GROUP OF SOUTH FLORIDA D/B/A NEXTAFF**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Terms and Conditions of the School Crossing Guard agreement are modified as follows:

**SECTION 8
INSURANCE**

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, including any required certificate(s) of endorsement.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Professional Liability	\$ 1,000,000	\$2,000,000
 <u>Workers' Compensation</u>		
Statutory Amount		

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

**SECTION 15
PUBLIC RECORDS**


A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

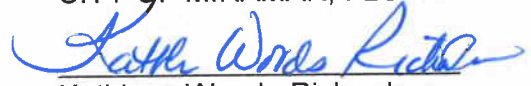
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation


due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ATTEST: 
Denise Gibbs, City Clerk

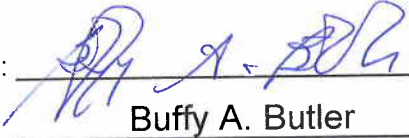
CITY OF MIRAMAR, FLORIDA

Kathleen Woods-Richardson,
City Manager

aafr day of _____, 2016

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

By:  AS
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

CONTRACTOR:
THE BUTLER GROUP OF SOUTH FLORIDA d/b/a NEXTAFF

By: 
Buffy A. Butler
PRINT NAME

Date: August 16, 2016



Date of Issuance of Addendum: October 16, 2019

CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 2

To

INVITATION FOR BIDS NO. 19-014
SCHOOL CROSSING GUARD SERVICES

Bidders are hereby notified that this **Addendum No. 2** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on September 25, 2019.

This **Addendum No. 2** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 2** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB, and shall conform to the addition(s) and revision(s) contained herein.

PLEASE SEE ATTACHED ADDENDA ACKNOWLEDGEMENT FORM

This addendum consists of **two (2)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, "It is the sole responsibility of the Bidder(s) to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder(s) of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder."

In accordance with Section 1-4(b)(3) of the Solicitation, "It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid forms. It is the Bidder's further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. Bidders shall submit the Bid form entitled "**ADDENDA ACKNOWLEDGEMENT FORM**" with their Bids."

Any Bids to the IFB already delivered to the City prior to or simultaneously with the issuance of this Addendum No. 2 are available to be picked up unopened.

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**



SCHOOL CROSSING GUARD SERVICES

Buffy A. Butler
The Butler Group of South Florida, LLC
d/b/a NEXTAFF
4790 West Commercial Boulevard
Tamarac, Florida 33319
954.733.0777 Office
954.733.0444 Fax
www.nextaff.com



Prepared for:
Cooper City

July 14, 2022



COMPANY PROFILE

Proposer: The Butler Group of South Florida, LLC
d/b/a NEXTAFF

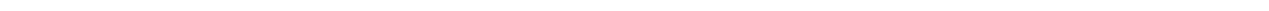
A Florida Limited Liability Company

Proposal: Cooper City
School Crossing Guard Services

Headquarters: 4790 West Commercial Boulevard
Tamarac, Florida 33319
954.733.0777 Office
954.733.0444 Fax
www.nextaff.com

Authorized Personnel: Buffy A. Butler
FDOT Certified School Crossing Guard Trainer
954.733.0777
bbutler@nextaff.com

Delisa Williams
FDOT Certified School Crossing Guard Trainer
954.733.0777
dwilliams@nextaff.com





QUALIFICATIONS

NEXTAFF helps companies maximize and benefit from strategic workforce planning. Today change is the only constant. Those who remain flexible and adapt quickly can hold the competitive advantage.

As a premier workforce strategies provider, NEXTAFF allows employers to remain flexible. By offering a complete range of employment services, we help companies - no matter where they are in their business evolution - raise productivity through improved strategy, quality, efficiency and cost control across their workforce. With NEXTAFF, companies can concentrate on their core business activities and adapt quickly to changing workforce requirements.

While the need for talent is increasing rapidly in nearly every marketplace, the number of qualified candidates, in many industries, is decreasing. In the U.S. alone, over the next 15 years, the number of available candidates who make up much of the talent pool is expected to decline by 15 percent.

For that reason, it has become critically important for companies to develop a systematic plan and process to put the right talent in the right place at the right time. Those businesses that stand the best chance of overcoming these new market realities are those that are committed to the development and maintenance of a strong and relevant talent acquisition process.

We understand staffing *and* workflow. While our Scope of Services details the specifics of the required work, we realize in the world of school crossing guard services each municipality that we partner with entrusts the entire function of the department to us. Our main responsibilities include:

- Recruiting
- Hiring
- Compensation
- Retention
- Management
- Training
- Safety

We have over twenty-five (25) Florida Department of Transportation Certified School Crossing Guard Trainers prepared to train and re-certify our school crossing guard team. We re-certify our guards annually during the month of August, for us it is NEXTAFF in Training. We also have a large team of experienced supervisors, team leaders and well more than 300 certified (or available for re-certification) school crossing guards.





EXPERIENCE

Founded in 1998, NEXTAFF has offices in Arizona, California, Colorado, **Florida**, Georgia, Illinois, Iowa, Kansas, Michigan, Mississippi, Missouri, Nebraska, North Carolina, Oregon, Pennsylvania, South Carolina, Tennessee, Texas and Virginia. **Our South Florida franchise, which is independently owned and operated, opened in September 2006.** At NEXTAFF, our goal is to provide a superior level of service by which all other companies will be measured.

Since 2006, we have had the opportunity to partner with several South Florida companies providing them with workforce solutions. At NEXTAFF, we realize that talent changes everything, and as a result, we have developed a proprietary formula for identifying, placing and supporting the most qualified candidates for the job.

Counting Dolphin Stadium, now Sun Life Stadium, as one of our first clients, we have provided staffing for the regular National Football League seasons, FEDEX Orange Bowls and the 2007 Super Bowl. Consistently, we have been commended for our people, their conscientiousness, and their talent.

In 2007, we were asked to provide security services to a local church with multiple campuses, two schools and over 20,000 congregants. It was there that we had the opportunity to apply our expertise in security and safety services with the church's need to protect and care for the children attending its schools. After much success, we are the church's go to company for security services.

Awarded two contracts with Broward County in 2008, we were awarded multiple contracts with Broward County providing general temporary staffing, Information Technology, food services and school crossing guard services.

In 2009, the Town of Davie selected NEXTAFF to administer its school crossing guard program. The Town of Davie was most impressed with the spirit of excellence in which we operated, the immediacy of our response, and the way we seamlessly transitioned between contracts.

We are now proud to call, the Cities of Coconut Creek, Deerfield Beach, Lighthouse Point, Margate, Miami Shores, Miramar, North Miami Beach, Orlando and Pompano Beach, in addition to the Towns of Davie and Jupiter, Orange County Sheriff's Office and the Palm Beach Sheriff's office, clients.

Our crossing guard management approach is fresh and unique. We build teams at NEXTAFF, which in turn helps to lower turnover, improve efficiency, and provides a redundancy in the system to always ensure complete and solid post coverage. During the past school year, we are proud to report that we had a significant number of guards with perfect attendance, in addition to the fact that most of our guards have been with us since the start of our contracts. Our guards refer their friends and family time and time again for positions within our company. They have a loyalty to NEXTAFF which is unique, and we reward our guards on a regular basis to let them know just how grateful we are for their service.





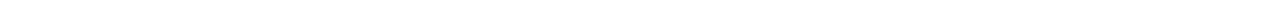
OUR MANAGEMENT TEAM

Buffy A. Butler, Managing Member, *FDOT Certified School Crossing Guard Trainer*. With over 25 years' experience in Human Resources and Operations Management, Ms. Butler understands staffing and workflow. She oversees the overall management of the NEXTAFF offices in South Florida. She serves as contract liaison with local municipalities.

Ms. Butler was invited by the Administrator of the Florida Crossing Guard Training Program to take part in the statewide committee meeting to review and update the Florida School Crossing Guard Training (Uniform) Guidelines for 2020. Ms. Butler was the only individual from a private company represented.

Ms. Butler continues to serve on the FDOT Guidelines Committee, and she is also in the training video used by agencies statewide.

Delisa S. Williams, Operations Manager, *FDOT Certified School Crossing Guard Trainer*. Mrs. Williams manages our day-to-day school crossing guard operations and coordinates our training efforts. A former Navy training petty officer, she has extensive knowledge in training and human resources management.





SCOPE OF SERVICES

Scheduling and Staffing. If given the opportunity to serve the City of Cooper City, as your school crossing guard services provider, we would move forward with the following steps.

- Confer with the designated municipal representatives on the set number of posts and/or school crossing guards required for the school crossings within the city's limits, to ensure there we are up to date on any changes in the post locations and/or required number of guards. Once confirmed, we will develop a duty roster based on the post requirements.
- We will meet with the individuals currently working as school crossing guards within the city to inform them of any changes to the school crossing guard program.

Training and Certification. With over 25 certified Florida Department of Transportation School Crossing Guard trainers on staff, we ensure all school crossing guard candidates prior to assuming any post are certified in accordance with Section 316.75 of the Florida Statutes. All guards must successfully complete the following as identified in the Florida School Crossing Guard Training Guidelines.

- Classroom instruction: pass at least 75 percent of the items on the written examination;
 - Practical training: perform each of the duties listed on the performance checklist satisfactorily; and
 - Supervised duty: perform satisfactorily all of the duties listed on the performance checklist in at least the second of two observations, under the following conditions: (1) trainer does not intervene after starting checklist entry for an observation, (2) each observation is conducted during a regular shift at a crosswalk to which the guard is as-signed during that shift, (3) observation is continued for at least 30 minutes, or for duration of the guard's shift duty at the crosswalk if it is less than 30 minutes, and (4) if the guard performs crossing duty in both the morning and the afternoon, one observation should be conducted in the morning and the other in the afternoon.
 - Basic pre-employment physical examination to ensure all crossing guard candidates meet the requirements necessary to fulfill the role as a crossing guard. This basic examination includes but is not limited to sight, physical ability and agility.
-

We conduct training sessions regularly for guards to complete the certification and recertification processes to ensure compliance with Florida Department of Transportation School Crossing Guard Program.

Background Checks and Quality Control. NEXTAFF reduces hiring risks by providing screening services that are user-friendly and accurate. We have aligned with the nation's leading screening provider to offer our clients the greatest speed, accuracy and technology in the screening industry. We do not believe in a one size fits all philosophy, so, we tailor our screening to our client's needs and requirements. Therefore, **all school crossing guards** will be screened in accordance with the municipality's requirements of a comprehensive background check to include state and national level in addition to sexual predator/offender checks. ***ALL school crossing guards are rescreened on an annual basis prior to the start of the new school year.***



NEXTAFF's partner has established a "single blind" Quality Assurance Program for researchers conducting research on behalf of the company. Prior to receiving client research requests, a perspective researcher is given a "blind" sample of criminal research requests with "known records" mixed in. The company has a collection of "known records" for nearly every jurisdiction in the United States. The perspective researcher is required to return the "known records" with 100% accuracy and within an acceptable time frame prior to being placed on the approved list of researchers. Once approved, each researcher is secretly tested each quarter with a "known record" sent along with the standard research request lists. Failure to return the "known record" with 100% accuracy results in removal from the approved list of researchers.

Our partner's custom software system incorporates a quality assurance capability as well. As orders are received and processed electronically or by fax, a second processor must perform a quality assurance audit of the order. As results are received, trained researchers and results specialists perform the initial data entry into our system. These results are not official and not visible to the client until a *second results specialist* reviews the entry and marks it as accurate in the database, thus allowing the result to be visible to the client.

NEXTAFF employs a 24-hour telephone answering service, so, calls are answered after hours by a live person. Calls from school crossing guards are relayed by two methods, one is immediate dispatch and/or patching to our on-call manager, and then by e-mail giving the status of the call to the office, which is relayed to another manager via a smart phone device, so, there is redundancy built into our system.

Equipment and Appearance. All school crossing guards employed by NEXTAFF are required to wear a standard uniform as required by the municipality. Currently, the following uniform is in place:

- Black Slacks/Shorts
-

-
- White Collared Shirt
 - Whole Shoes (closed toe) All Black

Additionally, guards will be equipped with the following items in accordance with the requirements of the Florida Department of Transportation, and as specified by the local municipality.

- Retro Reflective Vest – ANSI Class 2
- Whistle with Lanyard
- Retro Reflective Stop Paddle
- NEXTAFF Identification Badge
- Hi-visibility Raingear (NEXTAFF provides as standard-issue equipment)

Pricing: The cost to provide the City of Cooper City with school crossing guard services will be based on the contract pricing provided to the City of Miramar, which currently is \$21.07 per hour/employee. Our agreement with the City of Miramar is for three years with two (one) year renewals. We are currently in our initial three-year agreement, and we anticipate our first renewal being extended in January 2023.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2021

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 have **ADDITIONAL INSURED** provisions or 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		CONTACT NAME: Amanda Chase	
Gibbs Insurance		PHONE (A/C, No, Ext): (954) 581-7740	FAX (A/C, No): (954) 584-9875
1351 Sawgrass Corporate Parkway Suite 102		E-MAIL ADDRESS: amanda@srisk.com	
Suite 102		INSURER(S) AFFORDING COVERAGE	
Sunrise FL 33323		INSURER A: UNDERWRITERS AT LLOYD'S, LONDON (15792)	NAIC # 15792
INSURED		INSURER B: PROGRESSIVE COMMERCIAL CAS CO (12879)	NAIC # 12879
The Butler Group of South Florida LLC dba NEXTAFF		INSURER C:	
3810 Inverrary Blvd		INSURER D:	
Suite 205		INSURER E:	
Lauderhill FL 33319		INSURER F:	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPL4200645.21	06/29/2021	06/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			04167678-3	10/04/2020	10/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Sexual Abuse/Misconduct			MPL4200645.21	06/29/2021	06/29/2022	Each Claim/Aggregate \$3,000,000 Aggregate Limit \$1,000,000

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

Certificate Holder is named as Additional Insured with respects to general liability when required by a written contract.

Certificate Holder is named as Additional Insured with respects to automobile liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Miramar 2300 Civic Center Place Miramar FL 33025	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 <i>Amanda Chase</i>
--	--

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