

**AGREEMENT FOR  
SCHOOL CROSSING GUARD SERVICES**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of October 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and The Butler Group of South Florida, LLC, a Florida limited liability company d/b/a Nextaff (Miami), ("Contractor" or "Company"), whose address and phone number are 7481 West Oakland Park Boulevard, Suite 307, Lauderhill, FL 33319, Phone: 954-733-0777, Fax: 954-733-0444, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal 125-11021, School Crossing Guard Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated July 9, 2012 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Oct. 1<sup>st</sup>, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on December 1, 2012, and shall end on November 30, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

|                       |   |
|-----------------------|---|
| Limits: Bodily injury | \$250,000 each person,<br>\$500,000 each occurrence |
| Property damage       | \$100,000 each occurrence                           |

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental

authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011) , as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]  
City Manager

Approved as to form:

[Signature]  
Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Print Name: Busby H. Butler  
Managing Member

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2012, by Busby Butler as managing member for The Butler Group of South Florida, LLC, a Florida limited liability company d/b/a Nextaff (Miami).

(SEAL)

[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)

**MILARD A. ABRAHAM**

(Print, Type, or Stamp Commissioned Name of Notary Public)

To the Signature of Busby Butler only  
Personally Known OR Produced Identification OR  
Type of Identification Produced FE DL License

**Solicitation 125-11021**  
**School Crossing Guard Services**



CITY OF FORT LAUDERDALE

**City of Fort Lauderdale**

## **Bid 125-11021 School Crossing Guard Services**

Bid Number **125-11021**  
Bid Title **School Crossing Guard Services**

Bid Start Date **Jun 20, 2012 7:56:11 AM EDT**  
Bid End Date **Jul 9, 2012 2:00:00 PM EDT**  
Question &  
Answer End **Jul 2, 2012 2:00:00 PM EDT**  
Date

Bid Contact **Michael F Walker**  
**Procurement & Contracts Manager**  
**Procurement**  
**954-828-5677**  
**[mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov)**

### **Description**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide School Crossing Guard Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the City. Contractor shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements in accordance with the RFP specifications.

RFP # 125-11021

**TITLE: SCHOOL CROSSING GUARD SERVICES**

**PART I – INTRODUCTION/INFORMATION**

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide School Crossing Guard Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the City. Contractor shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements in accordance with the RFP specifications.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact manager of Procurement and Contracts Michael Walker at (954) 828-5677 or email at [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

And

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

06. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

The City reserves the right to award to proposer(s) who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**PART II - RFP SCHEDULE**

| EVENT   | DATE/TIME     |
|---|---------------|
| Release of RFP                                    | June 20, 2012 |
| Deadline for Questions/Request for Clarifications | July 2, 2012  |
| Addendum, if required                             | July 3, 2012  |
| Proposal Due Date/Time (Deadline)                 | July 9th      |

**PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 04/12 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City or September 1st, whichever is later, and shall expire THREE (3) years from that date. The City reserves the right to extend the contract for TWO (2) additional one year terms, providing Contractor provides written notice to the City not less than one hundred twenty (120) days prior to renewal date and all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The schedule for annual coverage and expiration on the initial and any extension terms shall be based on the actual Broward County School Board calendar set each year. The dates of the actual contract years are subject to modification in accordance with the School calendar, including the Extended School Year (a/k/a Summer School) term, as determined by Broward County School Board. *Typically*, the Regular School Year consists of one-hundred eighty (180) days, and the Extended School Year consists of up to thirty (30) days.  
  
In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **COST ADJUSTMENTS**  
The hourly charge offered and accepted must remain firm for the initial two (2) year contract period, and shall remain consistent throughout the actual school year, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to the Contractor's employees; no administrative or overhead

costs of any kind may be added to such increase. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occurs throughout the local industry. The City will use changes in the State of Florida and Federal Minimum Wage Rates and the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%) or the CPI, whichever is lower.

Any requested adjustment shall be fully documented and submitted to the City at least one hundred and twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract may be cancelled with ninety (90) days written notice or it may not be renewed for the additional optional renewal period(s).

08. SERVICE TEST PERIOD

The City reserves the right to require a test period of thirty (30), sixty (60), or ninety (90) days prior to enacting an annual contract for these services, to determine if the Contractor can perform in accordance with the requirements of the RFP and to the City's satisfaction. During the course of any trial period, the Contractor shall perform and such trial shall be based on compliance with all specifications, terms and conditions as contained in the RFP.

A performance evaluation shall be conducted by the City's Contract Administrator, or designee, and may include additional input from other City staff, and/or outside sources (School Board, neighborhood groups, School Officials, or residents), at various intervals during the trial period, and that evaluation shall be the basis for the City's decision to continue with the Contractor, or to select another Contractor under the same trial terms and conditions. The Contractor will be rated on the RFP specifications, including: quality of services performed, timeliness of service performed, and responsiveness to the City's needs.

If a Performance Trial is enacted, and such trial is successful, the actual Contract date and commencement of contract term shall begin retroactive to the commencement date of the trial period.

Pricing proposed by the Contractor shall be firm not only for the trial period but also for the two (2) years of the initial contract term.

If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the City reserves the right to terminate the Contract, after providing the Contractor written notification, and the City shall issue an award to the next lowest responsible Proposer, in accordance with the RFP specifications, and so on until a successful Contract can be established.

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.  
 Coordinate and approve all work under the contract.  
 Resolve any disputes.  
 Assure consistency and quality of Contractor's performance.  
 Schedule and conduct Contractor performance evaluations and document findings.  
 Review and approve for payment all invoices for work performed or items delivered.

10. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

|                |  |
|----------------|--|
| Excellent      | Far exceeds requirements.  |
| Good           | Exceeds requirements   |
| Fair           | Just meets requirements.   |
| Poor           | Does not meet all requirements and contractor is subject to penalty provisions under the contact.  |
| Non-compliance | Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.<br>This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. |

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. **INVOICES/PAYMENT**

The City will accept weekly invoices; however, payments are processed no more than once monthly. Each invoice shall be fully detailed, including guard and supervisor names, dates and hours worked, and hourly charge. The City shall make every attempt to process correct invoices within thirty (30) days of receipt. The City will advise the Contractor or any items questioned within thirty (30) days of invoice receipt. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas questioned.

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

12. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

13. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

|                       |   |
|-----------------------|---|
| Limits: Bodily injury | \$250,000 each person,<br>\$500,000 each occurrence |
| Property damage       | \$100,000 each occurrence                           |

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**16. SUBCONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the proposal response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of

Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

17. **INSURANCE – SUBCONTRACTORS**

**FOR SCHOOL CROSSING GUARDS AND SUPERVISORS:** Contractor shall assure that all crossing guards and supervisors that will be bringing their personal vehicles to the cross walk locations have on file documented personal auto liability coverage as per state statute. Their automobile liability limits must meet the automobile liability statutory limits required by the State of Florida. The City reserves the right to audit this requirement at any time.

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

18. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

19. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

20. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**  
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.
21. **CANADIAN COMPANIES**  
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.
22. **LOBBYING ACTIVITIES**  
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:  
<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .
23. **BID TABULATIONS/INTENT TO AWARD**  
(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at  
[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at  
<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.
24. **SAMPLE CONTRACT AGREEMENT**  
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website  
<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>
25. **LOCAL BUSINESS PREFERENCE**  
Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Exhibit "D" of this RFP, as applicable to the local business preference class claimed, **at the time of proposal submittal:**

Upon recommendation for contract award based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
**<http://www.fortlauderdale.gov/purchasing/index.htm>**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 01. SCOPE AND PURPOSE

The City of Fort Lauderdale is requesting proposals from qualified firms to establish a multi-year contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the City, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

#### 1.1. SCHEDULING/STAFFING REQUIREMENTS

It is anticipated that seventy-six (76) school crossing guards will be required for each school day. However, this is an estimate and the Contract Administrator will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time. The Contractor shall be required to provide coverage at the school crossings for the times indicated. (See Exhibit "A" for list of locations and hours of coverage, all tentative.) The Contractor shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel. An average of four (4) hours will be paid by the City for daily coverage at each school. However, in situations where elementary and middle school hours overlap at a post, additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Contractor and the Contract Administrator.

All crossing guards are required to be at their assigned post one (1) hour prior to the start of school in the morning, and one-half (1/2) hour following dismissal in the afternoon. However, should the required reporting times be changed by the Broward County School Board, Contractor shall comply with no added cost to the City.

#### 1.2. TRAINING

It shall be the responsibility, at no cost to the City, of the Contractor to ensure that all persons employed as school crossing guards, including supervisors, receive proper training. The Contractor must comply with Title XXIII, Chapter 316 Section 316.75, Florida Statutes, "School Crossing Guards" (previously Section 234.302, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act"), by employing FDOT certified crossing guard trainers to ensure that all persons employed as crossing guards receive proper training as required by law. Contractor shall provide evidence (i.e., FDOT issued training certificate or FDOT training performance checklist, if no certificate has yet been issued by the State) of training to Contractor Administrator prior to employment by Contractor. It is the Contractor's responsibility to keep all training documentation up to date and to provide copies to the Contract Administrator. All FDOT issued training certificates shall be signed by Contractor before forwarding to the Contract Administrator.

Under no circumstances shall the Contractor place a school crossing guard at a location who does not meet the state-mandated training requirements. Use of crossing guards or supervisors who have not successfully met the training criteria may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.

State required initial and annual re-training of all crossing guards, including supervisors, shall be conducted by a FDOT certified trainer as per the standards established by the FDOT. It shall be the sole responsibility of the Contractor, at no cost to the City, to comply with all requirements of this regulation prior to contract commencement. The crossing guard supervisors shall be certified FDOT trainer; all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response. If a sub-contractor shall be the source of training, such sub-contractor shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, are to be included as a part of your RFP response.

Any required additional training throughout the school year will be the sole responsibility of the Contractor, at no cost to the City.

### 1.3. EMPLOYEE QUALIFICATIONS

a. Criminal Background History Check: The Contractor, at no cost to the City, shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract.

*NOTE: There may be nuances based on prior arrests and or convictions for crimes that may not be enumerated in a list. Therefore, The City has the final decision when determining whether the criminal background is acceptable.*

Guards, back-up guards, supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor shall provide the Contract Administrator with the results of the criminal background history check prior to employment. The Contract Administrator will utilize the City of Fort Lauderdale's employment standards used for inspection, enforcement, security or uniformed fire personnel positions when making a determination regarding employment of personnel assigned to this contract. (See Exhibit "B" for a list of employment standards.) Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.

Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon receipt of such information, will immediately notify the Contract Administrator.

Annual criminal background history re-checks as provided in paragraph a above, at no cost to the City, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

b. Training: All appropriate Contractor personnel must have received training in accordance with the City's training requirements as set forth in Section 1.2 above, prior to being assigned to the City's Contract. Use of untrained guards or supervisors may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall provide the City with credentials supporting this training, prior to guard, back-up guard, supervisor or trainer assignment.

Previous school crossing guard experience of Contractor employees who would be assigned to this Contract is preferred by the City.

c. Dress Code/Identification: All Contractor employees shall present a professional appearance, be neat, clean, well groomed, courteous, properly uniformed, conduct themselves in a respectable manner, and be a minimum of eighteen (18) years old. The preferred uniform consists of a white shirt or blouse and navy or dark slacks or trousers. The Contractor or its employees are responsible for the cost of such uniform.

Proposer shall provide the City with information on their written dress code policy as a part of the RFP response. Contractor personnel shall under no circumstances be permitted to wear open toed shoes, sandals, sling backs or slip-ons, or suggestive clothing.

Contractor personnel shall wear some identification indicating they are the Contractor's employee. This may be in the form of a T-Shirt bearing the Contractor's name (i.e. Contractor name/"Contract Employee"); hat or cap, bearing Contractor's name; or an identification badge, prominently displayed, bearing Contractor's name, employee name, and may include a photo.

d. Personnel Removal/Reassignment/Substitution: The City acknowledges that all employees and contractors of the Contractor shall be considered to be, at all time, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. However, the City reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the Contract Administrator, shall be complied with immediately.

e. Transition from Existing Contract: It is the City's desire that the successful Contractor coordinate with the current Contractor to offer the persons currently employed as crossing guards, back-up guards, supervisors and trainers first consideration for any available crossing guard or supervisory work in accordance with the successful Contractor's employment terms and conditions.

#### 1.4. DAILY FIELD SUPERVISION

The Contractor shall provide a minimum of three (3) experienced field supervisors overseeing the operations, at all times, while the guards are on duty. A maximum of six (6) hours will be paid by the City for daily supervision for a maximum of three (3) field supervisors. All supervisory personnel shall have FDOT certification as a trainer. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City. Field supervisors are permitted to work a post only on an emergency basis; supervisors are to be active in the field, not working posts.

Additional supervisory personnel may be provided by the successful Contractor to ensure a greater degree of monitoring and contract compliance. However, this will be provided at no cost to the City.

#### 1.5. GUARD BACK UP

The Contractor shall ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup crossing guard shall be fully trained, FDOT certified, and familiar with the specific crossing location. Each working crossing guard shall be provided with the

name and telephone number of a back-up guard and field supervisors in case the working guard cannot be at his/her post.

The Contractor, at no cost to the City, shall conduct a State of Florida and national criminal background history check on all back-up school crossing guards assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a back-up crossing guard to be assigned to the contract.

#### 1.6. TWENTY-FOUR (24) HOUR ANSWERING SERVICE

The Contractor shall provide for its employees a 24-hour answering service. The Contractor may set-up its own call-out procedure, and this information shall be included in the RFP response.

#### 1.7. REPORTS

Contractor shall provide the following reports to the Contract Administrator in the frequencies specified:

a. Weekly Group Time Sheet: This report shall include each post location, by school name in alphabetical order, identification of the guard assigned to each post location, number of hours per day worked at each location during the week and other pertinent information to document that all crossing guard posts were properly staffed during the week. (See Exhibit "C" for a weekly group time sheet.) Each report shall be signed by the Contractor certifying that the Contractor's employees worked the hours listed on the timesheet. This report shall be faxed to the Contract Administrator not later than the Wednesday following each week worked. The report shall also be sent via electronic mail, in Microsoft Excel format, to the Contract Administrator at the same time it is provided via fax.

b. Master Guard List: This report shall include all crossing guards and their assigned posts, back-up guards and supervisors assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

c. Student Count Report: A "student count report" shall be conducted, upon request of the Contractor Administrator. This report shall contain the following information: Guard name, location and the number of students crossed A.M. and P.M. This report, when requested, shall be faxed or emailed to the Contract Administrator.

d. Complaint Report: Contractor shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the Contract Administrator as follows: due January 15<sup>th</sup> for the period covering commencement of the school year in August through Winter Break; due June 15<sup>th</sup> for the period covering commencement of school following Winter Break through the end of the Regular school year in May/June. If there is an Extended School Year Session (a/k/a Summer School), a report shall be due on August 1<sup>st</sup> covering the entire Extended School Year Session. This report shall include the following minimum information: Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

e. Daily Time Sheets: Contractor shall maintain at its offices, and make available for inspection by City personnel, daily time sheets for all crossing guards and supervisors assigned to this contract.

The daily time sheet shall, at a minimum, identify the crossing guard or supervisor and total number of hours worked each day. Daily time sheets shall be signed by the Contractor's employees certifying as to the number of hours worked.

f. Additional Reports: The Contract Administrator may request additional reports from time to time for the purpose of Contractor performance evaluation. Contractor agrees to provide these reports to the City, as requested, and at no additional charge.

## 1.8 CONTRACTOR/CITY MEETINGS

The City may request periodic meetings with the Contractor to review performance, address specific issues, etc. Contractor agrees to attend these meetings, at no charge to the City, as necessary during the Contract term. Contractor, at a minimum, must attend periodic countywide meetings organized by the School Board and Broward County Traffic Engineering. Additionally, the Contractor may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. Contractor agrees to do so at no charge to the City.

## 1.9 EQUIPMENT

The Contractor is responsible, at no cost to the City, for supplying all equipment required by the FDOT standards and guidelines and necessary for the school crossing guards and supervisors to perform their duties, to include at a minimum, but not limited to, the following: 1) retroreflective stop paddle that conforms to the guidelines in MUTCD (Manual on Uniform Traffic Control Devices) Section 6E.03 and/or fluorescent or retroreflective orange gloves; 2) fluorescent and retroreflective safety vest; 3) metal whistle with lanyard; and 4) hi-visibility yellow rain gear. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor, at no cost to the City.

The Contractor shall provide, at its sole expense, all other equipment that may be required to properly perform the services in accordance with the terms of this RFP.

## 02. SCHOOL YEAR SCHEDULE

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The Contract Administrator will inform the Contractor of the specific dates when they are made available from the School Board. No warranty or guarantee is given or implied as to the total number of days of guard and Supervisor coverage that will be required as a result of this Contract.

Approximate School Year scheduling is as follows:

a. Regular School Year: The Regular School Year (consisting of 180 school days) typically begins in mid-August and is in session until approximately early June, with appropriate holidays, breaks and teacher work days that do not require coverage.

b. Extended School Year (a/k/a Summer School): The Extended School Year typically begins in July and is in session for approximately 30 days.

### 03. ANNEXATION

In the event that additional areas are annexed into the City of Fort Lauderdale, the Contractor shall assume responsibility for providing school crossing guard services to designated schools in the annexed areas. The level of service and hourly charge for services provided in an annexed area must be equal to the service and hourly charge provided within the original City limits at the time the annexation is effective. The Contractor will be required to provide school crossing guard services at locations in the annexed areas, as directed by the Contract Administrator. The Contract Administrator shall provide all information regarding the additional number of school crossing guards required as soon as the annexation is approved. The Contract Administrator will work with the Contractor to develop a transition plan before the date upon which the expanded service will be required.

### 04. RETENTION PROGRAM

If Proposer has an established program designed to recruit and retain personnel assigned to this contract, Proposer shall include in their RFP response a description of such program.

### 05. BASIC PRE-EMPLOYMENT PHYSICAL EXAMINATION

FDOT guidelines recommend that each prospective school crossing guard be given a basic physical examination, including agility, blood pressure, vision and hearing tests. If Proposer has an established program designed to meet this criteria, Proposer shall include in their RFP response a description of such program.

### 06. SPECIAL EVENTS

The Contractor may be requested to provide school crossing guards for special events (i.e., annual David Deal Play Day). The City will provide the Contractor with specific dates of these events when known to the City and will provide the Contractor seven (7) days advance notice of the City's requirements. A maximum of four (4) hours will be paid to the Contractor, per crossing guard at the hourly rate in effect at the time of service. Additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Contractor and the City Contract Administrator.

## PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (5) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (6) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (2) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

## PART VI - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the City in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services

Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project. Include method to be used for training, dress code policy, call-out procedure, etc.

Tab 4: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: State number of years experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for the City of Fort Lauderdale.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A resume or summary of experience and qualifications should accompany your proposal. Include copies of FDOT crossing guard trainer certifications.

Tab 7: Proposer to provide a minimum of three (3) references for which school crossing guard services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response.

Description of services rendered:

During the month(s)/year(s):

Name of Governmental Agency (city or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 8: List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide documentation to support your financial ability to perform the contract services. You may include bank references and other business references (excluding the City of Fort Lauderdale). A minimum of three (3) is required.

Tab 10: Proposer please quote your Firm, Fixed Hourly Rate in accordance with the RFP as stated in  
**PART VIII - PROPOSAL PAGES – COST PROPOSAL**

Estimated Number of combined Guard and Supervisor Hours Per Day = 348.5 hours

Estimated Number of School Days = 210 days

Tab 11: Attach copies of all Insurance Certificates for our review.

Tab 12: Any additional information.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

## PART VII – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

**UNDERSTANDING THE OVERALL NEEDS OF THE CITY** for such services **10%**  
as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required.

**EXPERIENCE / QUALIFICATIONS** and past performance of the proposing firm, **25%**  
Including:

Number of years' experience in providing similar services; persons proposed to provide the services; facilities; resources and references.

Manpower and organization of company - qualifications of staff assigned to the contract, number of employees and supervisors available for the contract,

Firm's ability to secure additional personnel

Number of FDOT certified trainers, etc.

**SCOPE OF SERVICES** **25%**

Approach and concept to the project, proposed scope of services. Program or incentives offered to employees to retain services to ensure low turnover.

Compliance with FDOT recommended guidelines regarding pre-employment physicals. Dress code/identification of employees. Call-out procedure.

**COST TO THE CITY** **40%**

**TOTAL PERCENT AVAILABLE:** **100%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**PART VIII - PROPOSAL PAGES – COST PROPOSAL**

Cost to the City: Contractor must quote firm, fixed, rates for all services identified in this request for proposal. The firm fixed rates include any and all costs including travel to the City. No other costs will be accepted. The firm fixed rates will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

TOTAL FIRM FIXED FEES (INITIAL CONTRACT PERIOD) FOR CROSSING GUARDS

\$ \_\_\_\_\_/HOUR X 330.5 HOURS /DAY X 210 DAYS/YEAR = \$ \_\_\_\_\_

TOTAL FIRM FIXED FEES (INITIAL CONTRACT PERIOD) FOR SUPERVISORS

\$ \_\_\_\_\_/HOUR X 18 HOURS /DAY X 210 DAYS/YEAR = \$ \_\_\_\_\_

CROSSING GUARD COST/YEAR \$ \_\_\_\_\_ + SUPERVISOR COST/YEAR = \$ \_\_\_\_\_

EQUALS **GRAND TOTAL:** \_\_\_\_\_/YR.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

**3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).**

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

**NAME**

**RELATIONSHIPS**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
|       | _____ |
|       | _____ |

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

#### 3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

Form G-107 Rev. 4/12

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor,

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Exhibit A

| CITY OF FORT LAUDERDALE SCHOOL CROSSING GUARD LOCATIONS |                      |   |   |          |
|---|----------------------|---|---|----------|
| REVISED EFFECTIVE 8/23/2011 - SCHOOL YEAR 2011-2012     |                      |   |   |          |
| SCHOOL  | GUARD LOCATION       | POST TIMES                                    |   | PAID HRS |
| 1   | ARTHUR ASHE          | NW 21 AVE/NW 19 ST                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 2   | ARTHUR ASHE          | NW 21 AVE/NW 19 ST                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 3   | ARTHUR ASHE          | NW 21 AVE/NW 19 ST                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 4   | ARTHUR ASHE          | NW 24 AVE/WEST SUNRISE BLVD                   | 7:00-9:30AM/2:00-2:30PM/4:00-4:30PM             | 8.0      |
| 5   | ARTHUR ASHE          | NW 24 AVE/WEST SUNRISE BLVD                   | 7:00-9:30AM/2:00-2:30PM/4:00-4:30PM             | 8.0      |
| 6   | BAYVIEW              | NE 12 ST/EAST OF MIDDLE RIVER DR AT SCHOOL    | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 7   | BENNETT              | NE 13 ST/NE 17 AVE BLOCK AT PED LIGHT         | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 8   | BENNETT              | NE 17 WAYNE 14 ST                             | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 9   | BENNETT              | NE 15 AVENUE 17 ST AT PED LIGHT               | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 10  | CROISSANT PARK       | SW 4 AVE/SW 17 ST                             | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 11  | CROISSANT PARK       | SW 4 AVE/SW 17 ST                             | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 12  | CROISSANT PARK       | SW 4 AVE/DAVIE BLVD                           | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 13  | DILLARD              | NW 24 AVE/NW 11 ST                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 14  | DILLARD              | NW 24 AVE/NW 12 CT AT SCHOOL                  | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 15  | DILLARD              | NW 27 AVE/NW 11 ST                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 16  | DILLARD              | NW 27 AVE/NW 13 CT                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 17  | DILLARD              | NW 27 AVE/W. SUNRISE BLVD                     | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 18  | DILLARD              | NW 27 AVE/W. SUNRISE BLVD                     | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 19  | DILLARD              | NW 27 AVE/W. SUNRISE BLVD                     | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 20  | DILLARD              | NW 27 AVE/W. SUNRISE BLVD                     | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 21  | FLORANADA            | NE 15 AVENUE NORTH OF NE 53 ST AT PED LIGHT   | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 22  | FLORANADA            | NE 14 WAYNE 60 CT                             | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 23  | FLORANADA            | NE 15 AVENUE 58 ST                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 24  | HARBORDALE           | SE 18 ST/6 CHQOL FRONT                        | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 25  | LAUDERDALE MANORS    | NW 19 ST/NW 15 AVE                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 26  | LAUDERDALE MANORS    | 1400 BLOCK NW 15 AVE AT SCHOOL                | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 27  | NEW RIVER MIDDLE     | RIVERLAND RD/EAST OF BIMINI LANE AT PED LIGHT | 8:15-9:15AM/3:45-4:15PM                         | 4.0      |
| 28  | NEW RIVER MIDDLE     | RIVERLAND RD/SW 31 AVE                        | 8:15-9:15AM/3:45-4:15PM                         | 4.0      |
| 29  | NEW RIVER MIDDLE     | RIVERLAND RD/SW 31 AVE                        | 8:15-9:15AM/3:45-4:15PM                         | 4.0      |
| 30  | NEW RIVER MIDDLE     | RIVERLAND RD/SW 31 AVE                        | 8:15-9:15AM/3:45-4:15PM                         | 4.0      |
| 31  | NORTH FORK           | NW 15 AVE/W. BROWARD BLVD                     | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 32  | NORTH FORK           | NW 15 AVE/W. BROWARD BLVD                     | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 33  | NORTH FORK           | NW 15 AVE/NORTH OF NW 1 ST AT PED LIGHT       | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 34  | NORTHSIDE            | N ANDREWS AVE/13 STREET                       | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 35  | NORTHSIDE            | N ANDREWS AVE/SOUTH OF 11 ST AT PED LIGHT     | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 36  | NORTHSIDE            | NE 4 AVE/NE 13 STREET                         | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 37  | NORTHSIDE            | NE 4 AVE/11 STREET                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 38  | NORTHSIDE            | NE 4 AVE/11 STREET                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 39  | NORTHSIDE            | NE 11 ST/NE 2 AVE (AT SCHOOL)                 | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 40  | RIVERLAND            | SW 27 AVE/NORTH OF DAVIE BLVD AT PED LIGHT    | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 41  | RIVERLAND            | SW 27 AVE/DAVIE BLVD                          | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 42  | RIVERLAND            | SW 27 AVE/DAVIE BLVD                          | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 43  | RIVERLAND            | SW 27 AVE/SW 10 ST                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 44  | STEPHEN FOSTER       | SW 31 AVE/SW 22 ST                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 45  | STEPHEN FOSTER       | SW 20 CT/SW 34 AVE                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 46  | STEPHEN FOSTER       | SW 22 ST/SW 34 WAY                            | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 47  | STEPHEN FOSTER       | FAIRFAX DRIVE/SW 35 AVE                       | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 48  | SUNLAND              | W SUNRISE BLVD/NW 13 AVE AT PED LIGHT         | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 49  | SUNLAND              | W SUNRISE BLVD/NW 13 AVE AT PED LIGHT         | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 50  | SUNLAND              | NW 18 AVE/NW 9 ST (WEST SIDE OF PARK)         | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 51  | SUNLAND              | NW 13 AVE/NW 9 ST                             | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 54  | THURGOOD MARSHALL    | POWERLINE RD/NW 13 ST                         | 6:45-8:15AM/2:15-2:45PM                         | 4.5      |
| 55  | THURGOOD MARSHALL    | POWERLINE RD/NW 13 ST                         | 6:45-8:15AM/2:15-2:45PM                         | 4.5      |
| 56  | THURGOOD MARSHALL    | NW 7 TERR/NW 13 ST                            | 6:45-8:15AM/2:15-2:45PM                         | 4.5      |
| 57  | THURGOOD MARSHALL    | NW 7 AVE/NW 13 ST                             | 6:45-8:15AM/2:15-2:45PM                         | 4.5      |
| 58  | THURGOOD MARSHALL    | NW 7 AVE/NW 13 ST                             | 6:45-8:15AM/2:15-2:45PM                         | 4.5      |
| 59  | THURGOOD MARSHALL    | NW 7 AVE/NW 16 ST                             | 6:45-8:15AM/2:15-2:45PM                         | 4.5      |
| 60  | VIRGINIA YOUNG       | E BROWARD BLVD/CROSSWALK AT SCHOOL            | 8:15-9:15AM/3:15-3:45PM                         | 4.0      |
| 61  | W DANDY/ROCK ISLASHE | NW 19 ST/NW 24 AVE                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 62  | W DANDY/ROCK ISLASHE | NW 19 ST/NW 24 AVE                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 63  | W DANDY/ROCK ISLASHE | NW 19 ST/NW 24 AVE                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 64  | W DANDY/ROCK ISLASHE | NW 20 ST/NW 24 AVE                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 65  | W DANDY/ROCK ISLASHE | NW 21 ST/NW 24 AVE                            | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 66  | W DANDY/ROCK ISLASHE | NW 22 ST/NW 23 LANE                           | 7:00-8:00AM/8:30-9:30AM/2:00-2:30PM/4:00-4:30PM | 5.5      |
| 67  | W DANDY              | NW 19 ST/NW 31 AVE                            | 8:30-9:30AM/4:00-4:30PM                         | 4.0      |
| 68  | W DANDY              | NW 19 ST/NW 31 AVE                            | 8:30-9:30AM/4:00-4:30PM                         | 4.0      |
| 69  | WALKER               | NW 4 ST/NW 9 AVE                              | 7:00-8:00AM/2:30-3:00PM                         | 4.0      |
| 70  | WALKER               | NW 4 ST/NW 9 AVE                              | 7:00-8:00AM/2:30-3:00PM                         | 4.0      |
| 71  | WALKER               | NW 4 ST/NW 7 AVE                              | 7:00-8:00AM/2:30-3:00PM                         | 4.0      |
| 72  | WALKER               | NW 4 ST/NW 7 AVE                              | 7:00-8:00AM/2:30-3:00PM                         | 4.0      |
| 73  | WALKER               | NW 4 ST/FRONT OF SCHOOL                       | 7:00-8:00AM/2:30-3:00PM                         | 4.0      |
| 74  | WALKER               | NW 4 ST/NW 11 TERR                            | 7:00-8:00AM/2:30-3:00PM                         | 4.0      |
| 76  | WESTWOOD HEIGHTS     | SW 7 ST/SW 28 TERRACE                         | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| 78  | WESTWOOD HEIGHTS     | SW 31 AVE/SW 8 ST                             | 7:00-8:00AM/2:00-2:30PM                         | 4.0      |
| TOTAL MAX. GUARD HRS PER DAY                            |                      |   |   | 391.5    |
| 1   | SUPERVISOR           |   |   | 5.0      |
| 2   | SUPERVISOR           |   |   | 5.0      |
| 3   | SUPERVISOR           |   |   | 5.0      |
| TOTAL MAX. SUPERVISOR HRS PER DAY                       |                      |   |   | 15.0     |

**NOTE: This is the criteria used by the City of Fort Lauderdale in determining an applicant's eligibility for employment.**

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**Appendix B  
Inspection, Enforcement, Security or Uniformed Fire Personnel  
Criminal Records Including Guilty Pleas (Regardless of Adjudication)  
No Contest Pleas, Pre-Trial Intervention/Diversion**

**I. Will Not Hire**

- Section 415.111, adult abuse, neglect, or exploitation of aged persons or disabled adults.
- Section 782.04, murder.
- Section 782.07, manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- Section 782.071, vehicular homicide.
- Section 782.09, killing of an unborn child by injury to the mother.
- Section 784.011, assault, if the victim of the offense was a minor.
- Section 784.021, aggravated assault.
- Section 784.03, battery, if the victim of the offense was a minor.
- Section 784.045, aggravated battery.
- Section 784.075, battery on a detention or commitment facility staff.
- Section 787.01, kidnapping.
- Section 787.02, false imprisonment.
- Section 794.011 sexual battery.
- Section 798.02 lewd and lascivious behavior.
- Section 800, lewdness and indecent exposure if of a sexual nature.
- Section 806.01, relating to arson.
- Section 810.02 burglary.
- Section 812, theft, robbery, and related crimes, if the offense is a felony.
- Section 827.03, child abuse, aggravated child abuse, or neglect of a child.
- Section 827.04, contributing to the delinquency or dependency of a child.
- Section 827.071, sexual performance by a child.
- Section 836.09, extortion.
- Section 843.01, resisting arrest with violence.
- Section 847, obscene literature.
- Pending case for Section 316.193, driving under the influence.
- Pending cases for any of the offenses listed in this appendix.

**II. Will Not Hire--If Offense is Less than 10 years**

- Section 777.04, solicitation of prostitute.
- Section 784.03, felony battery.
- Section 790.01, felony concealed weapon.
- Section 796, prostitution.
- Section 831, forgery.
- Section 893, drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- Section 943.401, public assistance fraud.
- Other Felonies Not Mentioned in Section I
- Multiple cases of crimes listed in III below.

**III. Will Not Hire--If Offense is Less than 5 years**

- Section 316.193, driving under the influence (Unless limited to a three (3) year time period by PSM 6.16).
- Section 741.28, domestic violence.
- Section 784.011, misdemeanor assault.
- Section 784.03, misdemeanor battery.
- Section 790.01, misdemeanor concealed weapon
- Section 843.02 resisting arrest without violence.
- Section 893, drug abuse prevention and control, if offense was misdemeanor.
- Multiple cases of crimes listed in IV below.

**IV. Judgement--Case by Case Review**

- Section 801.08-13, trespassing.
- Section 812, petty theft (including shoplifting).
- Section 832.05, worthless checks.
- Section 856.021, loitering.
- Section 877.03, disorderly conduct.
- Other criminal offenses.

Exhibit C

| Weekending 05/06/2012 |                |  |      |       |      |        |      |       |  |
|-----------------------|----------------|--|------|-------|------|--------|------|-------|--|
| Associate Name        | School Name    | Guard Location                             | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |  |
|                       | Arthur Ashe    | NW 21st Ave/NW 19th St                     | 0    | 0     | 0    | 0      | 0    | 0     |  |
|                       | Arthur Ashe    | NW 21st Ave/NW 19th St                     | 5.5  | 5.5   | 5.5  | 5.5    | 5.5  | 27.5  |  |
|                       | Arthur Ashe    | Nw21st Ave/NW 19th St                      | 5.5  | 5.5   | 5.5  | 5.5    | 5.5  | 27.5  |  |
|                       | Arthur Ashe    | NW 24th Ave/W. Sunrise Blvd                | 6    | 6     | 6    | 6      | 6    | 30    |  |
|                       | Arthur Ashe    | NW 24th Ave/W. Sunrise Blvd                | 0    | 0     | 0    | 0      | 0    | 0     |  |
|                       |                |  |      |       |      |        |      |       |  |
| Associate Name        | School Name    | Guard Location                             | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |  |
|                       | Bayview        | NE 12th St/E. of Middle River Dr at School | 4    | 4     | 4    | 4      | 4    | 20    |  |
|                       |                |  |      |       |      |        |      |       |  |
| Associate Name        | School Name    | Guard Location                             | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |  |
|                       | Bennett        | NE 13th St/NE 17th Ave Block at Ped Light  | 4    | 4     | 4    | 4      | 4    | 20    |  |
|                       | Bennett        | NE 17th Way/NE 14th St                     | 4    | 4     | 4    | 4      | 4    | 20    |  |
|                       | Bennett        | NE 15th Ave/NE 17th St. at Ped Light       | 4    | 4     | 4    | 4      | 4    | 20    |  |
|                       |                |  |      |       |      |        |      |       |  |
| Associate Name        | School Name    | Guard Location                             | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |  |
|                       | Croissant Park | SW 4th Ave/SW 17th St                      | 4    | 4     | 4    | 4      | 4    | 20    |  |
|                       | Croissant Park | SW 4th Ave/SW 17th St                      | 4    | 4     | 4    | 4      | 4    | 20    |  |
|                       | Croissant Park | SW 4th Ave/Davie Blvd                      | 4    | 4     | 4    | 4      | 4    | 20    |  |
|                       |                |  |      |       |      |        |      |       |  |
| Associate Name        | School Name    | Guard Location                             | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |  |
|                       | Dillard        | NW 24th Ave/NW 11th St                     | 2    | 4     | 4    | 4      | 4    | 18    |  |
|                       | Dillard        | NW 24th Ave/ NW 12th Ct at School          | 4    | 4     | 4    | 4      | 4    | 20    |  |

|                       |   |             |              |             |               |             |              |      |
|-----------------------|---|-------------|--------------|-------------|---------------|-------------|--------------|------|
| Dillard               | NW 27th Ave/NW 11th St                        | 4           | 4            | 4           | 4             | 4           | 4            | 20   |
| Dillard               | NW 27th Ave/NW 13th Ct                        | 4           | 4            | 4           | 4             | 4           | 4            | 20   |
| Dillard               | NW 27th Ave/W. Sunrise Blvd                   | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 5.5          | 27.5 |
| Dillard               | NW 27th Ave/W. Sunrise Blvd                   | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 5.5          | 27.5 |
| Dillard               | NW 27th Ave/W. Sunrise Blvd                   | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 5.5          | 27.5 |
| Dillard               | NW 27th Ave/W. Sunrise Blvd                   | 0           | 5.5          | 5.5         | 5.5           | 5.5         | 5.5          | 22   |
| <b>Associate Name</b> |   |             |              |             |               |             |              |      |
| <b>School Name</b>    | <b>Guard Location</b>                         | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |      |
| Floranada             | NE 15th Ave/N. of NE 53rd St. at Ped Light    | 4           | 4            | 4           | 4             | 4           | 20           |      |
| Floranada             | NE 14th Way/NE 50th Ct                        | 4           | 4            | 4           | 4             | 4           | 20           |      |
| Floranada             | NE 15th Ave/NE 56th St.                       | 4           | 4            | 4           | 4             | 4           | 20           |      |
| <b>Associate Name</b> |   |             |              |             |               |             |              |      |
| <b>School Name</b>    | <b>Guard Location</b>                         | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |      |
| Harbordale            | SE 15th St/School Front                       | 4           | 4            | 4           | 4             | 4           | 20           |      |
| <b>Associate Name</b> |   |             |              |             |               |             |              |      |
| <b>School Name</b>    | <b>Guard Location</b>                         | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |      |
| Lauderdale Manors     | NW 19th St/NW 15th Ave                        | 4           | 4            | 4           | 4             | 4           | 20           |      |
| Lauderdale Manors     | 1400 Block NW 15th Ave at School              | 4           | 4            | 4           | 4             | 4           | 20           |      |
| <b>Associate Name</b> |   |             |              |             |               |             |              |      |
| <b>School Name</b>    | <b>Guard Location</b>                         | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |      |
| New River Middle      | Riverland Rd/East of Bimini Lane at Ped Light | 4           | 4            | 4           | 4             | 4           | 20           |      |
| New River Middle      | Riverland Rd/SW 31st Ave                      | 4           | 4            | 4           | 4             | 4           | 20           |      |
| New River Middle      | Riverland Rd/SW 31st Ave                      | 4           | 4            | 4           | 4             | 4           | 20           |      |
| New River Middle      | Riverland Rd/SW 31st Ave                      | 4           | 4            | 4           | 4             | 4           | 20           |      |
| <b>Associate Name</b> |   |             |              |             |               |             |              |      |
| <b>School Name</b>    | <b>Guard Location</b>                         | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |      |
| North Fork            | NW 15th Ave/W. Broward Blvd                   | 4           | 4            | 4           | 4             | 4           | 20           |      |

|                       |                    |   |             |              |             |               |             |              |    |
|-----------------------|--------------------|---|-------------|--------------|-------------|---------------|-------------|--------------|----|
|                       | North Fork         | NW 15th Ave/W. Broward Blvd                 | 4           | 4            | 4           | 4             | 4           | 4            | 20 |
|                       | North Fork         | NW 15th Ave/North of NW 1st St at Ped Light | 4           | 4            | 4           | 4             | 4           | 4            | 20 |
| <b>Associate Name</b> | <b>School Name</b> | <b>Guard Location</b>                       | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |    |
|                       | Northside          | N. Andrews Ave/13th St                      | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Northside          | N. Andrews Ave/S. of 11th St at Ped Light   | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Northside          | NE 4th Ave/NE 13th St                       | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Northside          | NE 4th Ave/ 11th St                         | 0           | 0            | 0           | 0             | 0           | 0            |    |
|                       | Northside          | NE 4th Ave/ 11th St                         | 4           | 4            | 4           | 4             | 4           | 16           |    |
|                       | Northside          | NE 11th St/NE 2nd Ave at School             | 4           | 4            | 4           | 4             | 4           | 20           |    |
| <b>Associate Name</b> | <b>School Name</b> | <b>Guard Location</b>                       | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |    |
|                       | Riverland          | SW 27th Ave/N. of Davie Blvd at Ped Light   | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Riverland          | SW 27th Ave/Davie Blvd                      | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Riverland          | SW 27th Ave/Davie Blvd                      | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Riverland          | SW 27th Ave/SW 10th St                      | 4           | 4            | 4           | 4             | 4           | 20           |    |
| <b>Associate Name</b> | <b>School Name</b> | <b>Guard Location</b>                       | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |    |
|                       | Stephen Foster     | SW 31st Ave/SW 22nd St                      | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Stephen Foster     | SW 20th Ct/SW 34th Ave                      | 2           | 4            | 4           | 4             | 4           | 18           |    |
|                       | Stephen Foster     | SW 22nd St/SW 34th Way                      | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Stephen Foster     | Fairfax Drive/SW 35th Ave                   | 4           | 4            | 4           | 4             | 4           | 20           |    |
| <b>Associate Name</b> | <b>School Name</b> | <b>Guard Location</b>                       | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |    |
|                       | Sunland            | W. Sunrise Blvd/NW 13th Ave at Ped Light    | 0           | 4            | 4           | 4             | 4           | 16           |    |
|                       | Sunland            | W. Sunrise Blvd/NW 13th Ave at Ped Light    | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Sunland            | NW 16th Ave/NW 9th St West side of Park     | 4           | 4            | 4           | 4             | 4           | 20           |    |
|                       | Sunland            | NW 13th Ave/NW 9th St                       | 4           | 4            | 4           | 4             | 4           | 20           |    |

|                       |                     |  |             |              |             |               |             |              |
|-----------------------|---------------------|--|-------------|--------------|-------------|---------------|-------------|--------------|
| <b>Associate Name</b> | <b>School Name</b>  | <b>Guard Location</b>                      | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |
|                       | Sunland/Walker Temp | N.W. 6th St/NW 9th Ave                     | 4           | 4            | 4           | 4             | 4           | 20           |
|                       | Sunland/Walker Temp | N.W. 6th St/NW 9th Ave-moved from 10th Ave | 4           | 4            | 4           | 4             | 4           | 20           |
| <b>Associate Name</b> | <b>School Name</b>  | <b>Guard Location</b>                      | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |
|                       | Thurgood Marshall   | Powerline Rd/NW 13th St                    | 4.5         | 4.5          | 4.5         | 4.5           | 4.5         | 22.5         |
|                       | Thurgood Marshall   | Powerline Rd/NW 13th St                    | 4.5         | 4.5          | 4.5         | 4.5           | 4.5         | 22.5         |
|                       | Thurgood Marshall   | NW 7th Terr/NW 13th St                     | 4.5         | 4.5          | 4.5         | 4.5           | 4.5         | 22.5         |
|                       | Thurgood Marshall   | NW 7th Ave/NW 13th St                      | 4.5         | 4.5          | 4.5         | 4.5           | 4.5         | 22.5         |
|                       | Thurgood Marshall   | NW 7th Ave/NW 13th St                      | 4.5         | 4.5          | 4.5         | 4.5           | 4.5         | 22.5         |
|                       | Thurgood Marshall   | NW 7th Ave/NW 16th St                      | 4.5         | 4.5          | 4.5         | 4.5           | 4.5         | 22.5         |
| <b>Associate Name</b> | <b>School Name</b>  | <b>Guard Location</b>                      | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |
|                       | Virginia Young      | E. Broward Blvd/Crosswalk at School        | 4           | 4            | 4           | 4             | 4           | 20           |
| <b>Associate Name</b> | <b>School Name</b>  | <b>Guard Location</b>                      | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |
|                       | W Dandy/Rock Isl    | NW 19th St/NW 24th Ave                     | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 27.5         |
|                       | W Dandy/Rock Isl    | NW 19th St/NW 24th Ave                     | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 27.5         |
|                       | W Dandy/Rock Isl    | NW 20th St/NW 24th Ave                     | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 27.5         |
|                       | W Dandy/Rock Isl    | NW 21st St/NW 24th Ave                     | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 27.5         |
|                       | W Dandy/Rock Isl    | NW 22nd St/NW 24th Ave                     | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 27.5         |
|                       | W Dandy/Rock Isl    | NW 19th St/NW 24th Ave                     | 5.5         | 5.5          | 5.5         | 5.5           | 5.5         | 27.5         |
| <b>Associate Name</b> | <b>School Name</b>  | <b>Guard Location</b>                      | <b>Mon.</b> | <b>Tues.</b> | <b>Wed.</b> | <b>Thurs.</b> | <b>Fri.</b> | <b>Total</b> |
|                       | William Dandy       | NW 19th St/NW 31st Ave                     | 4           | 4            | 4           | 4             | 4           | 20           |
|                       | William Dandy       | NW 19th St/NW 31st Ave                     | 4           | 4            | 4           | 4             | 4           | 20           |

| Associate Name | School Name      | Guard Location                           | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |
|----------------|------------------|--|------|-------|------|--------|------|-------|
|                | Walker           | NW 4th St/NW 9th Ave                     | 4    | 4     | 4    | 4      | 4    | 20    |
|                | Walker           | NW 4th St/NW 9th Ave                     | 4    | 4     | 4    | 4      | 4    | 20    |
|                | Walker           | NW 4th St/NW 7th Ave                     | 4    | 4     | 4    | 4      | 4    | 20    |
|                | Walker           | NW 4th St/NW 7th Ave                     | 4    | 4     | 4    | 4      | 4    | 20    |
|                |                  |  |      |       |      |        |      |       |
| Associate Name | School Name      | Guard Location                           | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |
|                | Walker           | NW 4th St/Front of School                | 4    | 4     | 4    | 4      | 4    | 20    |
|                | Walker           | NW 4th St/NW 11th Terr                   | 4    | 4     | 4    | 4      | 4    | 20    |
|                |                  |  |      |       |      |        |      |       |
| Associate Name | School Name      | Guard Location                           | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |
|                | Westwood Heights | SW 7th St/SW 28th Terr                   | 4    | 4     | 4    | 4      | 4    | 20    |
|                | Westwood Heights | SW 31st Ave/SW 8th St                    | 4    | 4     | 4    | 4      | 4    | 20    |
|                |                  |  |      |       |      |        |      |       |
| Associate Name | School Name      | Guard Location                           | Mon. | Tues. | Wed. | Thurs. | Fri. | Total |
|                | Stephen Foster   | SW 20th Ct/SW 34th Ave                   | 2    | 0     | 0    | 0      | 0    | 2     |
|                | Sunland          | W. Sunrise Blvd/NW 13th Ave at Ped Light | 4    | 0     | 0    | 0      | 0    | 4     |
|                | Arthur Ashe      | NW 21st Ave/NW 19th St                   | 5.5  | 5.5   | 5.5  | 5.5    | 5.5  | 27.5  |
|                | Northside        | NE 4th Ave/ 11th St                      | 4    | 4     | 4    | 4      | 4    | 20    |
|                | Arthur Ashe      | NW 24th Ave/W. Sunrise Blvd              | 6    | 6     | 6    | 6      | 6    | 30    |
|                | Dillard          | NW 27th Ave/W. Sunrise Blvd              | 5.5  | 0     | 0    | 0      | 0    | 5.5   |
|                | Dillard          | NW 24th Ave/NW 11th St                   | 2    | 0     | 0    | 0      | 0    | 2     |
|                | Northside        | NE 4th Ave/ 11th St                      | 0    | 0     | 0    | 4      | 0    | 4     |
|                |                  |  |      |       |      |        |      |       |
| Supervisor's   |                  |  |      |       |      |        |      |       |
|                |                  |  |      |       |      |        |      |       |
|                |                  |  |      |       |      |        |      |       |
|                |                  |  |      |       |      |        |      |       |



RFP NO. 125-11021

TITLE: School Crossing Guard Services

EXHIBIT "D"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_
NAME SIGNATURE DATE

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_ as \_\_\_\_\_ They are [ ] personally known to me or [ ] have produced \_\_\_\_\_ as \_\_\_\_\_ identification.

(SEAL)

Notary Public, State of \_\_\_\_\_
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number \_\_\_\_\_

## Question and Answers for Bid #125-11021 - School Crossing Guard Services

### OVERALL BID QUESTIONS

#### Question 1

What is the current hourly bill rate for school crossing guards and field supervisors? **(Submitted: Jun 20, 2012 2:04:33 PM EDT)**

#### Answer

- The school crossing guards make \$11.10 per hour and the field supervisors make \$11.92 per hour. **(Answered: Jun 21, 2012 1:21:03 PM EDT)**

#### Question 2

Do the crossing guards and supervisor have a payrate that city require for them to get paid **(Submitted: Jun 22, 2012 12:27:52 PM EDT)**

#### Answer

- What you charge the City with your overhead, and what your required to pay your employee's must be per Florida law and/or Federal minimum age may be different.

The hourly charge offered and accepted must remain firm for the initial three (3) year contract period, and shall remain consistent throughout the actual school year, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase.

Costs for any extension term(s) are subject to an adjustment only if an increase or decrease occurs throughout the local industry. The City will use changes in the State of Florida and Federal Minimum Wage Rates and the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review. Such adjustment, if approved, may not exceed five percent (5%) or the CPI, whichever is lower.

Any increase or decrease must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled with ninety (90) days written notice or it may not be renewed for the additional optional renewal period(s). **(Answered: Jun 25, 2012 10:26:05 AM EDT)**

#### Question 3

Can you still bid if you have crossing guard contracts in other states like California and not florida **(Submitted: Jun 22, 2012 5:27:21 PM EDT)**

#### Answer

- Yes you can still bid; you are not precluded from submitting a bid if you have contracts in another state, as long you you meet all the requirements of our RFP, and are authorized to do business in the State of Florida. **(Answered: Jun 25, 2012 10:26:05 AM EDT)**

#### Question 4

please bare with us rookie's In understanding Question 2 answer the Federal Mini. Wage is \$7.67 so as long as the guards get paid above this rate we are in the right.. **(Submitted: Jun 25, 2012 2:31:07 PM EDT)**

#### Answer

- You must following Florida law and/or Federal law with regards to what you pay your crossing guards. This may or may not be the amount you submit your bid response to the City, as your profit and overhead would need to be included this hourly rate. **(Answered: Jun 25, 2012 4:12:10 PM EDT)**

#### Question 5

We need clarification on Question 1. You answered - the guards makes \$11.10 and the supervisor makes \$11.92. Is this the pay rate or the billing rate.

Also, who is the current contractor? **(Submitted: Jun 28, 2012 11:51:41 AM EDT)**

#### Answer

- The \$11.10 and the \$11.92 is the rate that the vendor that has our current contract is billing the city of Fort Lauderdale for the Contract. What they pay their employees, I do not know. **(Answered: Jun 28, 2012 12:29:33 PM EDT)**



SCHOOL CROSSING  
GUARD SERVICES

City of Fort Lauderdale



Request for Proposal  
#125 - 11021

\*\*\*COPY\*\*\*

Prepared by:

Buffy A. Butler  
The Butler Group of South Florida, LLC  
d/b/a NEX TAFF  
7481 West Oakland Park  
Boulevard  
Suite 307  
Lauderhill, Florida 33319  
954.733.0777 Office  
954.733.0444 Fax

|           |  |
|-----------|--|
| <b>1</b>  | <b>PROPOSAL<br/>SIGNATURE PAGE</b>             |
| <b>2</b>  | <b>STATEMENT OF<br/>QUALIFICATIONS</b>         |
| <b>3</b>  | <b>PRELIMINARY SCOPE<br/>OF SERVICES</b>       |
| <b>4</b>  | <b>PROJECT SCHEDULE</b>                        |
| <b>5</b>  | <b>EXPERIENCE</b>                              |
| <b>6</b>  | <b>TEAM QUALIFICATIONS</b>                     |
| <b>7</b>  | <b>SCHOOL CROSSING<br/>GUARD REFERENCES</b>    |
| <b>8</b>  | <b>CONTRACTS – CITY OF<br/>FORT LAUDERDALE</b> |
| <b>9</b>  | <b>FINANCIAL<br/>REFERENCES</b>                |
| <b>10</b> | <b>COST PROPOSAL</b>                           |
| <b>11</b> | <b>CERTIFICATES OF<br/>INSURANCE</b>           |
| <b>12</b> | <b>ADDITIONAL<br/>INFORMATION</b>              |

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: Buffy A. Butler (signature) July 9, 2012 (date)

Name (printed) Buffy A. Butler Title: Managing Member

Company: (Legal Registration) The Butler Group of South Florida, LLC d/b/a NEXTAFF

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: 7481 West Oakland Park Boulevard, Suite 307

City Lauderhill State: Florida Zip 33319

Telephone No. 954.733.0777 FAX No. 954.733.0444 Email: bbutler@nextaff.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE X WBE X

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO X

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: None



## COMPANY PROFILE

**Proposer:** The Butler Group of South Florida, LLC  
d/b/a NEXTAFF  
*A Florida Limited Liability Company*

**Proposal:** City of Fort Lauderdale – School Crossing Guard Services

**Certifications:** County Business Enterprise/Small Business Enterprise  
Minority/Woman-Owned Business

**Headquarters:** 7481 West Oakland Park Boulevard  
Suite 307  
Lauderhill, Florida 33319  
954.733.0777 Office  
954.733.0444 Fax  
[www.nextaff.com](http://www.nextaff.com)

**Authorized Personnel:** Buffy A. Butler  
*FDOT Certified School Crossing Guard Trainer*  
954.733.0777, extension 204  
[bbutler@us.nextaff.com](mailto:bbutler@us.nextaff.com)

Delisa Williams  
*FDOT Certified School Crossing Guard Trainer*  
954.733.0777, extension 205  
[dwilliams@us.nextaff.com](mailto:dwilliams@us.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%.

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 ten (10) 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 in excess of 300 certified (or available for re-certification) school crossing guards. While we would want to maintain as many current employees as possible, we are prepared to fully staff the posts required by the City of Fort Lauderdale.





## SCOPE OF SERVICES

**Scheduling and Staffing.** If given the opportunity to serve the City of Fort Lauderdale as its school crossing guard provider, we would move forward with the following steps to insure a smooth transition between companies, and immediate implementation of our school crossing guard program and partnership with the city.

- Confer with the Chief of Police and/or his designee on the set number of posts and/or school crossing guards required for the school crossings within the city limits. Once confirmed, we will develop a duty roster based on the post requirements. *IN AFP*
- Individuals currently working as school crossing guards within the City of Fort Lauderdale will be given the first opportunity to transition to our company and become NEXTAFF employees. We welcome the opportunity to work with successful, conscientious guards and supervisors.
- Simultaneously, since we have certified school crossing guards throughout South Florida, we would begin a search within our current database for available guards in the Fort Lauderdale area. We would also recruit within the city for additional staff to cover regular posts and to serve as back-up guards. It is our desire to hire qualified, caring individuals within the municipality.
- Additionally, we will offer incentive programs to school crossing guards who refer individuals who successfully complete the certification process, and work a set number of hours on post.

**Training and Certification.** With 10 certified Florida Department of Transportation School Crossing Guard trainers on staff, we insure 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)
-

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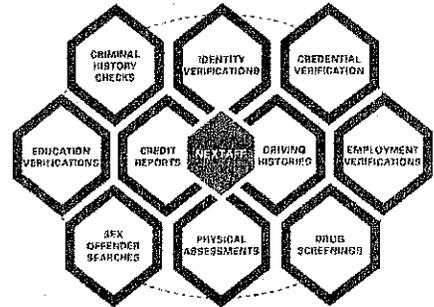
observation is continued for at least 30 minutes, or for duration of the guard's shift duty at the crosswalk if it is less than 30 minutes, and (4) if the guard performs crossing duty in both the morning and the afternoon, one observation should be conducted in the morning and the other in the afternoon.

We conduct training sessions regularly for guards to complete the certification and recertification processes to insure 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 City of Fort Lauderdale's requirements of a comprehensive background check to include state and national level in addition to sexual predator/offender checks.



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.

**Daily Field Supervision.** At NEXTAFF, we have a dedicated team of experienced team leaders, supervisors and managers overseeing our day-to-day operations. All team members are experienced certified school crossing guard trainers and/or certified school crossing guards.

- On a daily basis, team leaders and supervisors will verify that all posts are covered; guards are in uniform and have all required equipment. Supervisors and managers are constantly roving to insure posts remain properly staffed at all times, and that guards are performing their duties to the highest possible standards.

- 
- On a weekly basis, we have team meetings to address any outstanding issues, discuss guard performances, we like to recognize guards performing exceptionally, and plan ahead for early release days, administrative school closures, etc.

**Time Off/Sick Leave.** School crossing guards are asked to request time off as much in advance as possible. Guards notify their supervisors of the requested time off, and the field supervisor in turn, schedules an alternate guard. In the event, a guard is sick, the guard notifies his/her supervisor, and the supervisor schedules a replacement guard. Field supervisors work in cooperation with the operations manager to insure all time off/sick leave requests are handled appropriately and in a timely fashion assuring the required coverage at all post locations.

NEXTAFF's telephone lines are answered 24 hours per day. Calls from school crossing guards are relayed by two methods, one is immediate dispatch and/or patching to our operations manager, and then by e-mail giving the status of the call to the office, which is relayed to another on-call 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 and/or governmental agency. 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 municipality.

- Retro Reflective Vest
- Whistle
- Retro Reflective Stop Paddle

**Pre-Employment Basic Physicals.** NEXTAFF has begun to schedule pre-employment basic physicals for the 2012/2013 School Year with one of its partners, a local health care organization. The pre-employment physicals will include the following tests:

- Agility
- Blood Pressure
- Hearing
- Vision





## PROJECT TIMELINE

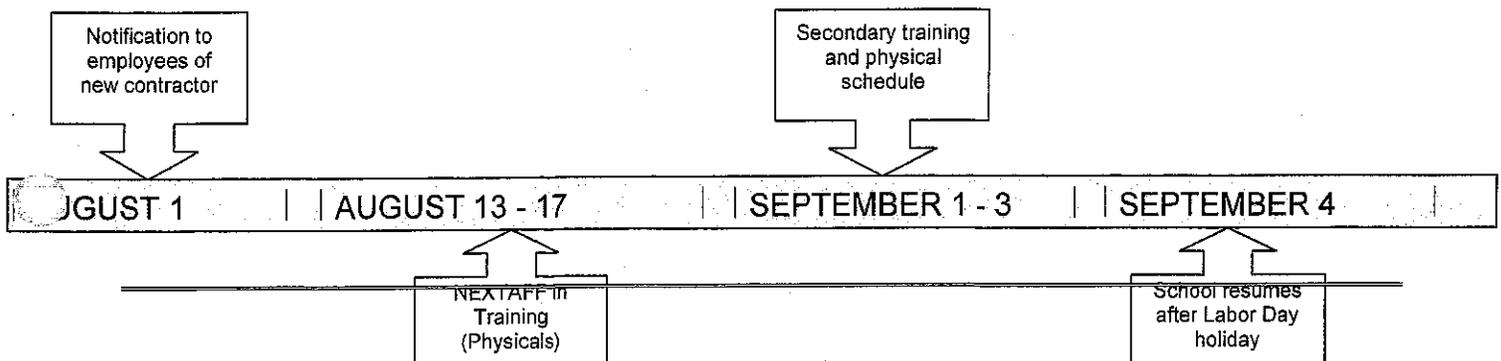
According to the bid documents, the projected start date of the School Crossing Guard Services contract commences after the start of the 2012/2013 School Year begins. As a member of the American Staffing Association, we observe the following guidelines to insure an orderly transition when taking over an account being serviced by another staffing firm.

- The outgoing firm and its employees should, whenever feasible, be given reasonable prior notice that the account is being transferred.
- Assigned employees of the outgoing firm should, whenever feasible, be allowed to continue working on the payroll of the outgoing firm for some reasonable transition period; thereafter, they should be given the choice of accepting an assignment with another client of the outgoing firm if one is available, or applying to stay on their current assignment with the new staffing firm.

It would be our desire to retain all employees currently employed as school crossing guards and field supervisors by the current contractor for the City of Fort Lauderdale. As such, it would be our hope to have at least a 30-day transition period, August 1 – August 31, so, guards can be notified that a new contractor has been retained, and decisions can be made in accordance with the guidelines listed above. During that time frame, we would schedule the required Florida Department of Transportation training for school crossing guards and the basic pre-employment physicals. Our anticipated date for training and physicals would be set for the week of August 13 – 17, 2012.

If such a transition is not possible, and in an effort, to retain all current employees, we would schedule the required training and physicals between September 1 – 3, 2012. While this may not be the most ideal situation, we would want to do everything in our power to retain as many current guards as possible, and we will make every effort to transition them to NEXTAFF.

In the event, we are not able to transition the current guards to the NEXTAFF roster; we are prepared to staff the posts with all new guards, if necessary. Training and physicals for all new guards will take place the week of August 13 – 17.





## EXPERIENCE

Founded in 1998, NEXTAFF has offices in Colorado, Florida, Kansas, Mississippi, Missouri, Nevada, North Carolina and Texas. Our South Florida franchise office, which is independently-owned and operated, opened in September 2006.

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 provide temporary staffing in the fields of Information Technology (IT) and food services. During the summer of 2010, we provided temporary staffing for the County's animal care department. We also serve as a subcontractor on Broward County's main temporary staffing contract.

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

We are now proud to call the Town of Jupiter and the City of Pompano Beach clients. We were awarded contracts in 2010 and 2011, respectively, to provide school crossing guard services for each municipality.

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 insure complete and solid post coverage at all times. 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 20 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.

**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.

**John A. Thomas, CSP, CTS**, Vice President, Partner Development. Human Resource business professional with over 25 years of experience using proven leadership and management skills helping companies reach their potential. Conducted over 200 training seminars on leadership, management development, recruiting, behavioral based interviewing, hiring plans, sales, customer service, strategic planning and more.



STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Buffy A. Butler*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

June 11, 2009

Date



*Carol Pulley*  
Carol Pulley  
Administrator/Trainer  
Florida School Crossing Guard Training Program

*Kevin J. Thibault*

Kevin J. Thibault, P.E.  
Governor's Highway Safety Representative

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Defisa Williams*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

May 5, 2009

Date



*Carol Pulley*  
Carol Pulley  
Administrator/Trainer  
Florida School Crossing Guard Training Program

*Kevin J. Thibault*

Kevin J. Thibault, P.E.  
Governor's Highway Safety Representative

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Sharon Lee Adt*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

August 3, 2010

*Date*

*Providence Nagy*

Providence Nagy  
Administrator/Trainer  
Florida School Crossing Guard Training Program



*Kevin J. Thibault*

Kevin J. Thibault, P.E.  
Governor's Highway Safety Representative

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Constance P. Bloodworth*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

May 22, 2012

Date

*Providence Nagy*

Providence Nagy  
Administrator/Trainer  
Florida School Crossing Guard Training Program



*Ananth Prasad*

Ananth Prasad, P.E.  
Governor's Highway Safety Representative

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Harriet Gwerner*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

May 22, 2012

Date



*Providence Nagy*

Providence Nagy  
Administrator/Trainer  
Florida School Crossing Guard Training Program

*Ananth Prasad*

Ananth Prasad, P.E.  
Governor's Highway Safety Representative

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Jesse Grogan*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

August 3, 2010

Date

*Providence Nagy*

Providence Nagy  
Administrator/Trainer  
Florida School Crossing Guard Training Program



*Kevin J. Thibault*

Kevin J. Thibault, P.E.  
Governor's Highway Safety Representative

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Sandra King*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

August 4, 2010

*Date*

*Providence Nagy*

Providence Nagy  
Administrator/Trainer  
Florida School Crossing Guard Training Program



*Kevin J. Thibault*

Kevin J. Thibault, P.E.  
Governor's Highway Safety Representative

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Ruthie Montgomery*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

August 7, 2008

Date

*Prudence May*

Prudence May  
Administrative Director



*W. A. ...*

W. A. ...  
Governor's Office on Safety & Security

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

*This is to certify that*

*Willie Nathan*

*has successfully completed the training  
and is a certified*

*School Crossing Guard Trainer*

April 19, 2012

Date

*Providence Nagy*

Providence Nagy  
Administrator/Trainer  
Florida School Crossing Guard Training Program



*Ananth Prasad*

Ananth Prasad, P.E.  
Governor's Highway Safety Representative



**REFERENCES  
FOR  
SCHOOL CROSSING GUARD SERVICES**

**Company/Agency:** Town of Davie  
**Contact:** Lori Lysfjord  
**Telephone:** 954.693.8200 (Office) / 954.693.8253 (Fax)  
**E-mail:** llysford@davie-fl.gov  
**Scope of Contract:** School Crossing Guard Services  
**Number of Posts:** 25 (two supervisors)  
**Service Period:** August 2009 - Present

**Company/Agency:** Town of Jupiter  
**Contact:** Lieutenant Sam Miller  
**Telephone:** 561.746.6201 (Office) / 561.746.4545 (Fax)  
**E-mail:** 0191@jupiter.fl.us  
**Scope of Contract:** School Crossing Guard Services  
**Number of Posts:** 25 (one supervisor)  
**Service Period:** August 2010 - Present

**Company/Agency:** City of Pompano Beach  
**Contact:** Cynthia Kitts  
**Telephone:** 954.786.4185 (Office) / 954.786.4113 (Fax)  
**E-mail:** cynthia.kitts@copbfl.com  
**Scope of Contract:** School Crossing Guard Services  
**Number of Posts:** 56 (three supervisors)  
**Service Period:** August 2011 – Present





List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

Not applicable.





## FINANCIAL REFERENCES

**Company/Agency:** Wells Fargo Capital Finance  
**Contact:** Jacquelyn Morgan  
**Telephone:** 972.361.7019  
**Address:** 14241 Dallas Parkway  
Suite 900  
Dallas, Texas 75254  
**Reference Type:** Bank / Financial Institution

**Company/Agency:** Broward County  
**Contact:** Cheryl Page  
**Telephone:** 954.357.6067  
**Address:** 115 South Andrews Avenue  
Room 212  
Fort Lauderdale, Florida 33301  
**Reference Type:** Business

**Company/Agency:** City of Pompano Beach  
**Contact:** Cynthia Kitts  
**Telephone:** 954.786.4185  
**Address:** 1801 Northeast 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
**Reference Type:** Business



**PART VIII - PROPOSAL PAGES – COST PROPOSAL**

Cost to the City: Contractor must quote firm, fixed, rates for all services identified in this request for proposal. The firm fixed rates include any and all costs including travel to the City. No other costs will be accepted. The firm fixed rates will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

TOTAL FIRM FIXED FEES (INITIAL CONTRACT PERIOD) FOR CROSSING GUARDS

\$ 10.78 /HOUR X 330.5 HOURS /DAY X 210 DAYS/YEAR = \$ 748,185.90

TOTAL FIRM FIXED FEES (INITIAL CONTRACT PERIOD) FOR SUPERVISORS

\$ 10.78 /HOUR X 18 HOURS /DAY X 210 DAYS/YEAR = \$ 40,748.40

CROSSING GUARD COST/YEAR \$ 748,185.90 + SUPERVISOR COST/YEAR =  
\$ 40,748.40

EQUALS GRAND TOTAL: \$ 788,934.30 /YR.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2011

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

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

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br><b>Rick Gibbs, P.A. Insurance Agency</b><br><b>1000 S. State Road 7</b><br><br><b>Plantation FL 33317</b>                             |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): (954) 581-7740</b> <b>FAX (A/C, No): (954) 584-9875</b><br><b>E-MAIL ADDRESS:</b><br><b>PRODUCER CUSTOMER ID #: 00008160</b>          |  |
| <b>INSURED</b><br><b>The Butler Group Of South Fla</b><br><b>dba Nextaff</b><br><b>7481 W. Oakland Park Blvd, #307</b><br><br><b>Lauderhill FL 33319</b> |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A: Essex</b><br><b>INSURER B: Infinity</b><br><b>INSURER C: USLI</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**

CERTIFICATE NUMBER: CL1162900599

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 INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|---|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A   | GENERAL LIABILITY  |           |          | 3DL2219         | 06/29/12                | 06/29/13                | EACH OCCURRENCE \$ 1,000,000                         |
|   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |           |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|   | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |           |          |                 |                         |                         | MED EXP (Any one person) \$ 5,000                    |
|   |  |           |          |                 |                         |                         | PERSONAL & ADV INJURY \$ EXCLUDED                    |
|   |  |           |          |                 |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
|   |  |           |          |                 |                         |                         | PRODUCTS - COM/POP AGG \$ 1,000,000                  |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |           |          |                 |                         |                         |  |
| B   | AUTOMOBILE LIABILITY   |           |          | 509800004536001 | 06/28/12                | 06/28/13                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000     |
|   | <input type="checkbox"/> ANY AUTO  |           |          |                 |                         |                         | BODILY INJURY (Per person) \$                        |
|   | <input type="checkbox"/> ALL OWNED AUTOS   |           |          |                 |                         |                         | BODILY INJURY (Per accident) \$                      |
|   | <input checked="" type="checkbox"/> SCHEDULED AUTOS  |           |          |                 |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|   | <input checked="" type="checkbox"/> HIRED AUTOS  |           |          |                 |                         |                         | \$   |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS   |  |           | \$       |                 |                         |                         |  |
|   | UMBRELLA LIAB  |           |          |                 |                         |                         | EACH OCCURRENCE \$                                   |
|   | EXCESS LIAB  |           |          |                 |                         |                         | AGGREGATE \$   |
|   | DEDUCTIBLE   |           |          |                 |                         |                         | \$   |
|   | RETENTION \$   |           |          |                 |                         |                         | \$   |
|   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |           |          |                 |                         |                         | WC STATU-TORY LIMITS                                 |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below |           | N/A      |                 |                         |                         | E.L. EACH ACCIDENT \$                                |
|   |  |           |          |                 |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                        |
|   |  |           |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT \$                       |
| C   | Professional Liability   |           |          | sp1022307       | 06/29/12                | 06/29/13                | E&O 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The certificate is included as an additional insured

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>Broward County</b><br><b>Risk Management</b><br><b>1 N university Dr</b><br><b>Plantation, FL 33324</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br><br><b>Joseph Delauro/JOSEPH</b>  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2011

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

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

|   |                                     |                               |
|---|-------------------------------------|-------------------------------|
| PRODUCER<br>Andrew Atsaves c/o AJG Risk Mgmt. Services, Inc.<br>8800 E. Chaparral Rd, Suite 230<br>Scottsdale, AZ 85250 | CONTACT NAME:                       |                               |
|   | PHONE (A/C No. Ext): (480) 951-4177 | FAX (A/C, No): (480) 951-4266 |
| E-MAIL ADDRESS:   |                                     |                               |
| INSURER(S) AFFORDING COVERAGE   |                                     | NAIC #                        |
| INSURER A : Zurich-American Insurance Company   |                                     | 16535                         |
| INSURED<br>Nextaff, LLC<br>11225 College Blvd Suite 250<br>Overland Park , KS 66210                                     | INSURER B :                         |                               |
|   | INSURER C :                         |                               |
|   | INSURER D :                         |                               |
|   | INSURER E :                         |                               |
|   | INSURER F :                         |                               |

COVERAGES      CERTIFICATE NUMBER: 11MO305789724      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 SUBR INSR WVD | POLICY NUMBER                    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|----------------------------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                    |                                  |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                         |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |                    |                                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |                    |                                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A                | WC 52-51-975-02                  | 10/01/2011              | 10/01/2012              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
|          |  |                    | <b>Location Coverage Period:</b> | 10/01/2011              | 10/01/2012              | <b>Client# 001-FL</b>  |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Broward County<br>3201 W Copans Road<br>Pompano Beach , FL 33069 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Andy Atsaves</i> |
|---|---|

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

**3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).**

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

| <u>NAME</u>           | <u>RELATIONSHIPS</u> |
|-----------------------|----------------------|
| <u>Not Applicable</u> | _____                |
| _____                 | _____                |
| _____                 | _____                |
| _____                 | _____                |

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

