

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
 Discussion Presentation

SHORT TITLE An ordinance approving and authorizing the proper city officials to execute an agreement for school crossing guard services between the City of Pompano Beach and The Butler Group of South Florida, LLC.

Fiscal Impact - \$605,409 – Other Professional Services – 001-9910-599-31-60

Summary of Purpose and Why:

The agreement is for school crossing guard services per Bid H-36-11, which was approved by the City Commission on July 26, 2011. The contract is for January 1 – August 17, 2015, with an automatic renewal of one additional year (August 18, 2015- August 17, 2016 if both parties agree. The agreement will provide for 59 crossing guards working four hours a day and three field supervisors working six hours per day for 210 school days per year. The crossing guard locations are described on Exhibit A of the bid documents. In accordance with the bid, the contractor has requested an increase in the current rate of pay due to the increase in the State of Florida minimum wage for 2015.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: January 1 –August 17, 2015 with auto renewal for August 18, 2015 - August 17, 2016
- (4) Fiscal impact and source of funding: \$605,409.00 – Account #001-9910-599-31-60 – Other Professional Services

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>3-26-15</u>	<u>Approve</u>	<u>Alanna Beaudreau</u>
City Attorney	<u>3/24/15</u>	<u>Approve</u>	<u>John Beaudreau</u>
Internal Audit	<u>3-20-15</u>	<u>Approve</u>	<u>Jack Peterson</u>
Budget	<u>3-25-15</u>	<u>Approve</u>	<u>Ray</u>
General Services	<u>4/3/15</u>	<u>APPROVE</u>	<u>EB</u>
Risk Management	<u>3-25-15</u>	<u>Approve</u>	<u>E. Beaudreau</u>

cel
 City Manager

James W. Beaudreau

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop		
1 st Reading Approved	<u>4/14/15</u>	1 st Reading
2 nd Reading	<u>4/28/15</u>	Results:
		Results:



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A057

DATE: March 19, 2015
TO: Dennis W. Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator *MB*
SUBJECT: Agenda Item – School Crossing Guard Contract

Please place the attached ordinance on the April 14, City Commission Agenda. The City Clerk's Office has advertised the ordinance to hold the first reading on April 14, in the Sun-Sentinel. The agreement is for School Crossing Guard services per bid H-36-11, which was approved by the City Commission on July 26, 2011. In accordance with the bid, the contractor has requested an increase in the current rate of pay due to the increase in the State of Florida minimum wage for 2015. The total contract price would now be \$605,409.00 for 59 crossing guards working four hours a day, for 210 school days per year and three field supervisors, working six hours per day, for 210 school days per year. The crossing guard locations are described on Exhibit A of the bid documents.

When approved, this contract period shall be from January 1, 2015 to August 17, 2015 with an automatic renewal for one additional one-year (August 18, 2015 – August 17, 2016) if both parties agree.

If you have any questions or require additional information, please call me at 954-786-4191.

MB/afh

cc: Cynthia Kitts, Recreation Manager



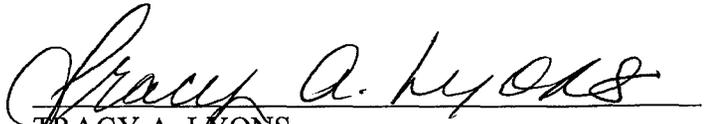
City Attorney's Communication #2015-703
March 12, 2015

TO: Cynthia Kitts, Recreation Manager
FROM: Tracy A. Lyons, Assistant City Attorney
RE: Ordinance and Agreement for School Crossing Guard Services

As requested, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE BUTLER GROUP OF SOUTH FLORIDA, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.


TRACY A. LYONS

/jrm
l:cor/recr/2015-703

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE BUTLER GROUP OF SOUTH FLORIDA, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and The Butler Group of South Florida, LLC for school crossing guard services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
3/12/15
L:ord/2015-254

AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

between

CITY OF POMPANO BEACH

and

THE BUTLER GROUP OF SOUTH FLORIDA, LLC

THIS AGREEMENT made and entered into this _____ day of _____,

2015, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

THE BUTLER GROUP OF SOUTH FLORIDA, LLC, D/B/A NEXTAFF (Miami), a Florida Limited Liability Company, whose address is 3810 Inverrary Boulevard, Suite 205, Lauderhill, Florida 33319, hereinafter referred to as ("Contractor or Company"),

WITNESSETH

CITY and CONTRACTOR, for and in consideration of the rents, covenants and mutual agreements hereinafter contained covenant and agree as follows:

I. DOCUMENTS

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

- (1) Bid H-36-11- SCHOOL CROSSING GUARD SERVICE (Exhibit "A"); and
- (2) The Contractor's response to the Bid (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 contract period shall commence on January 1, 2015, and shall end on August 17, 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. Furthermore, this contract shall automatically renew for one (1) additional one-year (twelve months) period. The renewal contract period shall commence on August 18, 2015 and shall end on August 17, 2016. The automatic renewal shall occur unless the General Services Director or the Contractor gives notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms and conditions shall remain firm for the initial period of the contract and any renewal period.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents. Contractor shall fill fifty-nine (59) school crossing guard posts locations and three (3) field supervisors. The costs associated therewith shall be \$11.35 per hour, per school crossing guard, working four (4) hours a day, for (210) school days per year and \$11.35 per field supervisors, working six (6) hours per day, for (210) school days per year for a total contract price to be Six Hundred- Five Thousand-Four Hundred and Nine Dollars and zero cents (\$605,409.00). 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 on a weekly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy of the timesheet is 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 sub-licensee 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.

The City may withhold any payments due to the Contractor for the purpose of setoff until the amount of damages due the City from the Contractor is determined.

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 Pompano Beach, 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 Pompano Beach 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 - \$1,000,000.

Any firm performing work for or on behalf of the City of Pompano Beach 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 each occurrence
 \$1,000,000. General Aggregate \$2,000,000.

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 the Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

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

Limits: Bodily injury \$1,000,000 each occurrence

Professional Liability

Limits: \$1,000,000 each occurrence

Certificate holder should be addressed as follows:

City of Pompano Beach
Attn: Risk Management
100 West Atlantic Avenue
Pompano Beach, FL 33060

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 subcontractor's 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 finds 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.

Z. 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:

(1) 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;

(2) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(3) 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

(4) 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.

AA. 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 parties have hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

**THE BUTLER GROUP OF SOUTH FLORIDA,
LLC, d/b/a NEXTAFF (Miami)**

C. Little

By: Buffy A. Butler

Cynthia Little
Print or Type Name

**BUFFY A. BUTLER
MANAGING MEMBER**

Kathryn Kerr

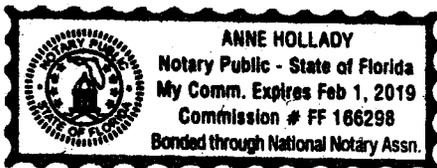
Kathryn Kerr
Print or Type Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of March, 2015 by BUFFY A. BUTLER, as Managing Member of THE BUTLER GROUP OF SOUTH FLORIDA, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced identification in the form of _____.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA



Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number

TAL:jrm
2/26/15
L:agr/rect/2015-561



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060



BID H-36-11 -- SCHOOL CROSSING GUARD SERVICE

May 3, 2011

The City of Pompano Beach is currently soliciting bids to establish a contract for the provision of School Crossing Guard Service. Bids will be received until 2:00 p.m. (local), May 27, 2011 in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual contract for the provision of School Crossing Guard Service as and when needed. The company awarded this contract will be responsible for providing crossing guards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

EXHIBIT

"A"

B. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

C. Questions And Communication

All questions regarding the bid are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

D. Contract Period

The initial contract period shall commence August 17, 2011 and ending August 16, 2012. The contract shall be automatically renewed for four (4) additional one-year (twelve month) periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. 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 product/service at the rate in effect when the City invokes this extension clause.

E. Basis of Award

Award will be made to the lowest responsive, responsible bidder. The per hour charges proposed will include all costs for labor, equipment, supervision, insurance, and any other costs incurred by the contractor in performing the work specified.

The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include an inspection of a bidder's facilities, evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to perform the contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have sufficient capacity to fulfill the contract requirements of providing school crossing guard services in the City of Pompano Beach, Broward County, Florida, as specified herein.

F. Cost Adjustment

The hourly charges offered and accepted must remain firm for the duration of the initial term of the contract, 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 through directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase.

Any increase or decrease proposed for a renewal term 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 sixty (60) days written notice or it may not be renewed for the additional optional renewal period(s).

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 three percent (3%) or the CPI, whichever is lower.

G. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
XX products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, courteous and at least twenty one (21) years of age. The Contractor must obtain approval from the designated City representative for all persons to be employed as crossing guards before such persons commence work. If requested by the City, contractor agrees to remove any employee and substitute an acceptable person at that crossing post. Contractor is responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

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. 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. 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.

J. Daily Time Sheets

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted daily to the City.

K. Invoices

The City will accept invoices no more frequently than once per month. Each invoice shall be accompanied by a time sheet detailing all employee time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked. Invoices shall be paid completely by the City within twenty (20) days of receipt of the invoice, except for items questioned. The City shall notify the Contractor within fifteen (15) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

L. Training

It shall be the responsibility of the Contractor to ensure that all persons employed as crossing guards receive proper training as required by law. The contractor may perform the training with its own staff if they are certified crossing guard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all new or former crossing guards shall be conducted as per the standards established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the "Ramon Turnquest School Crossing Guard Act." Such training shall be conducted by certified school crossing guard trainers, as required by the Florida Department of Transportation, and consist of, at a minimum:

- (1) Classroom Training
- (2) Field Training

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

M. Schedule Of Service

It is anticipated that fifty (50) school crossing guards will be required for each school day. However, this is an estimate and the designated City representative 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 forty-one (41) school crossings, located within the City limits. See Exhibit "A" for list of locations. The City reserves the right to increase or decrease the number of crossing locations to be staffed. The Contractor shall be flexible and provide guards for the hours needed on the instructions of appropriate City personnel.

A minimum of four (4) hours (which will vary slightly with each school) coverage daily at each school will be scheduled as follows:

Guards must be available to provide school crossing services one (1) hour before the start of the designated school, and one-half (½) hour after the close of the designated school.

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The City will inform the contractor of the specific dates when service will be required when the school schedule is made available by the School Board of Broward County.

A maximum of four (4) hours per school day will be paid for each guard, and six (6) hours per school day for each supervisor. The City will not pay for training hours.

N. Daily Field Supervision

The Contractor shall provide three (3) experienced field supervisors overseeing the operations at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. 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.

O. Guard Back Up

The Contractor shall provide each working guard with the name and telephone number of a back up in case the working guard cannot be at his post. The Contractor shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

P. Twenty-Four (24) Hour Answering Service

The Contractor shall provide for his employees a 24-hour answering service. During non-working hours when the field supervisor is not on duty a working guard shall, in the event that he cannot be at his assigned post, first contact his back up and then contact the service. This service will then contact the Contractor who will in turn confirm that the back-up guard will be on duty at his assigned crossing.

Q. Equipment

The Contractor is responsible for supplying all equipment necessary for the school crossing guards to perform their duties, to include, but not be limited to, the following equipment for each guard: A hand-held stop sign (retroreflective), a fluorescent and retroreflective safety vest, fluorescent orange gloves, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

The Contractor shall provide all other equipment that may be required.

R. School Year Schedule

The school year begins in mid-August and will run until approximately the beginning of June, with appropriate holidays and teacher work days that do not require coverage. In addition to the regular school year, summer school at all schools usually begins around the middle of June and lasts for approximately six (6) weeks. The City will inform the Contractor of the specific dates when they are made available.

S. 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 City, shall be complied with immediately.

T. 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 first consideration for any available crossing guard work in accordance with the successful contractor's employment terms and conditions.

U. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

V. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/index.html>

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Bidder Name _____

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. **Brand Names**
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. **Default Provisions**
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. **Samples**
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. **Acceptance of Materials**
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. **Manufacturers' Certifications**
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. **Copyrights and Patent Rights**
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. **Laws and Regulations**
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. **Taxes**
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
17. **Conflict of Instructions**
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. **Exceptions to Specifications**
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
20. **Retention of Records and Right to Access Clause**
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. **Facilities**
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
22. **Anti-collusion Statement**
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

Bidder Name _____

SECTION III - PROPOSAL

IMPORTANT!!! -- BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD PER
GENERAL CONDITIONS SECTION 3

Undersigned Bidder proposes to provide School Crossing Guard Service for the City of
Pompano Beach in accordance with the specifications contained herein, as follows:

Hourly rate for crossing guard: \$ _____

Hourly rate for field supervisor: \$ _____

Estimated annual cost to the City:

47 guards x \$ _____ /hr. x 4 hrs./day x 210 school days/yr. = \$ _____

3 field supervisors x \$ _____ /hr. x 6 hrs./day x 210 school days/yr. = \$ _____

GRAND TOTAL \$ _____

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

.....
.....
..... zip

Federal Employer Identification #:

Bidder Name _____

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑. TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

Bidders must answer the following questions (use attachments to your bid as necessary.)

1. Has your company provided School Crossing Guard contract services in the past?

YES _____ NO _____

If "yes", in an attachment, list current and prior crossing guard contract information including a description of the contract, duration of the contract, name of client, contact person, address, telephone number.

If "no", in an attachment, explain fully why you consider your company qualified to perform this service for the City of Pompano Beach.

2. How many years has your organization been in business? _____

3. Have you ever failed to complete work awarded to you?

YES _____ NO _____

If Yes, in an attachment, provide details of any such incident.

4. Will you sub-contract any part of the work included in the scope of this bid?

YES _____ NO _____

If Yes, in an attachment, list all subcontractors you will use on this contract.

5. In an attachment, list at least three (3) client references (excluding the City of Pompano Beach); furnish company name, contact, telephone number, description of service provided and dates of service.

6. Who will provide crossing guard training?

_____ your firm _____ a subcontractor

Name(s) of trainers: _____

With your bid, submit a copy of the certificate showing each proposed trainer has been certified by the State of Florida.

EXHIBIT A

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Cypress Elementary	900 S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 3 Ave./S.W. 9 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	Racetrack Rd./S. Dixie Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 6 St./S. Dixie Hwy. S.W. 8 St./S.W. 3 Ave. (Mid Block)	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 5 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 6 St./N.E. 11 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 4 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	1000 N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Middle & Elementary	N.E. 6 St./N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle & Elementary	N.E. 5 Ave./N.E. 6 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	1000 N. Dixie Hwy. (N.W. 10 St./Dixie)	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 6 St./N. Dixie Hwy.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	S. Cypress Rd./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 11 Ave./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Charles Drew Elementary	N.W. 27 Ave./N.W. 9 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Charles Drew Elementary	N.W. 9 St./N.W. 30 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary	1350 S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary & St. Coleman's	E. McNab Rd./S. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
Markham Elementary	N.W. 15 Ave./N.W. 15 St.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Markham Elementary	N.W. 18 Ave./Hammondville Rd.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Palmview Elementary	Copans Rd./N.E. 1 Ave.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.

EXHIBIT A (CONTINUED)

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Palmview Elementary	N.E. 1 Ave./N.E. 25 Ct N.E. 1 Ave./N.E. 26 Ct	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m. 6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Palmview Elementary	N.W. 3 Ave./N.W. 18 Ct.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Sanders Park Elementary	N.W. 16 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Sanders Park Elementary	N.W. 15 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 24 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 7 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 Ct./N.E. 8 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Crystal Lake Middle School	Copans Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N. Dixie Hwy./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 39 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	Sample Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Norcrest Elementary School	N.E. 15 Ave./N.E. 40 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 17 Ave./N.E. 42 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 16 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 18 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____

Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

SBE EXHIBIT "A"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

**SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM**

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)

Said SBE CONTRACTOR(s):

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORT

BID # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

LOCAL BUSINESS EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

**LOCAL BUSINESS
UNAVAILABILITY FORM**

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS EXHIBIT "D"

BID H-36-11, SCHOOL CROSSING GUARD SERVICE

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**



BID H-36-11 -- SCHOOL CROSSING GUARD SERVICE

May 3, 2011

The City of Pompano Beach is currently soliciting bids to establish a contract for the provision of School Crossing Guard Service. Bids will be received until 2:00 p.m. (local), May 27, 2011 in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual contract for the provision of School Crossing Guard Service as and when needed. The company awarded this contract will be responsible for providing crossing guards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

EXHIBIT
"B"

B. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

C. Questions And Communication

All questions regarding the bid are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

D. Contract Period

The initial contract period shall commence August 17, 2011 and ending August 16, 2012. The contract shall be automatically renewed for four (4) additional one-year (twelve month) periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. 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 product/service at the rate in effect when the City invokes this extension clause.

E. Basis of Award

Award will be made to the lowest responsive, responsible bidder. The per hour charges proposed will include all costs for labor, equipment, supervision, insurance, and any other costs incurred by the contractor in performing the work specified.

The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include an inspection of a bidder's facilities, evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to perform the contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have sufficient capacity to fulfill the contract requirements of providing school crossing guard services in the City of Pompano Beach, Broward County, Florida, as specified herein.

F. Cost Adjustment

The hourly charges offered and accepted must remain firm for the duration of the initial term of the contract, 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 through directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase.

Any increase or decrease proposed for a renewal term 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 sixty (60) days written notice or it may not be renewed for the additional optional renewal period(s).

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 three percent (3%) or the CPI, whichever is lower.

G. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
XX products/completed		
XX operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
XX damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY

MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	<u>property damage</u>
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

comprehensive form
this

Organization must show proof they have coverage.

EXCESS LIABILITY

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$2,000,000.	\$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

H. 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. The City may withhold any payments due to the Contractor for the purpose of setoff until the amount of damages due the City from the Contractor is determined.

I. Qualifications

The Contractor, and any persons employed by the Contractor, shall never have been convicted of any offense involving moral turpitude.

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, courteous and at least twenty one (21) years of age. The Contractor must obtain approval from the designated City representative for all persons to be employed as crossing guards before such persons commence work. If requested by the City, contractor agrees to remove any employee and substitute an acceptable person at that crossing post. Contractor is responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

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. 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. 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.

J. Daily Time Sheets

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted daily to the City.

K. Invoices

The City will accept invoices no more frequently than once per month. Each invoice shall be accompanied by a time sheet detailing all employee time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked. Invoices shall be paid completely by the City within twenty (20) days of receipt of the invoice, except for items questioned. The City shall notify the Contractor within fifteen (15) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

L. Training

It shall be the responsibility of the Contractor to ensure that all persons employed as crossing guards receive proper training as required by law. The contractor may perform the training with its own staff if they are certified crossing guard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all new or former crossing guards shall be conducted as per the standards established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the "Ramon Turnquest School Crossing Guard Act." Such training shall be conducted by certified school crossing guard trainers, as required by the Florida Department of Transportation, and consist of, at a minimum:

- (1) Classroom Training
- (2) Field Training

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

M. Schedule Of Service

It is anticipated that fifty (50) school crossing guards will be required for each school day. However, this is an estimate and the designated City representative 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 forty-one (41) school crossings, located within the City limits. See Exhibit "A" for list of locations. The City reserves the right to increase or decrease the number of crossing locations to be staffed. The Contractor shall be flexible and provide guards for the hours needed on the instructions of appropriate City personnel.

A minimum of four (4) hours (which will vary slightly with each school) coverage daily at each school will be scheduled as follows:

Guards must be available to provide school crossing services one (1) hour before the start of the designated school, and one-half (½) hour after the close of the designated school.

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The City will inform the contractor of the specific dates when service will be required when the school schedule is made available by the School Board of Broward County.

A maximum of four (4) hours per school day will be paid for each guard, and six (6) hours per school day for each supervisor. The City will not pay for training hours.

N. Daily Field Supervision

The Contractor shall provide three (3) experienced field supervisors overseeing the operations at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. 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.

O. Guard Back Up

The Contractor shall provide each working guard with the name and telephone number of a back up in case the working guard cannot be at his post. The Contractor shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

P. Twenty-Four (24) Hour Answering Service

The Contractor shall provide for his employees a 24-hour answering service. During non-working hours when the field supervisor is not on duty a working guard shall, in the event that he cannot be at his assigned post, first contact his back up and then contact the service. This service will then contact the Contractor who will in turn confirm that the back-up guard will be on duty at his assigned crossing.

Q. Equipment

The Contractor is responsible for supplying all equipment necessary for the school crossing guards to perform their duties, to include, but not be limited to, the following equipment for each guard: A hand-held stop sign (retroreflective), a fluorescent and retroreflective safety vest, fluorescent orange gloves, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

The Contractor shall provide all other equipment that may be required.

R. School Year Schedule

The school year begins in mid-August and will run until approximately the beginning of June, with appropriate holidays and teacher work days that do not require coverage. In addition to the regular school year, summer school at all schools usually begins around the middle of June and lasts for approximately six (6) weeks. The City will inform the Contractor of the specific dates when they are made available.

S. 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 City, shall be complied with immediately.

T. 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 first consideration for any available crossing guard work in accordance with the successful contractor's employment terms and conditions.

U. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

V. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/index.html>

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Bidder Name NEXTRFF

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

- 1.1. Bidders must use the form furnished by the City.
- 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
- 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
- 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
- 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
- 1.6. Late bids will not be considered and will be returned unopened.
- 1.7. Bids transmitted by facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.

3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

- 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
- 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
- 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. **Braud Names**
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. **Default Provisions**
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. **Samples**
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. **Acceptance of Materials**
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. **Manufacturers' Certifications**
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. **Copyrights and Patent Rights**
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. **Laws and Regulations**
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. **Taxes**
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
17. **Conflict of Instructions**
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. **Exceptions to Specifications**
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
20. **Retention of Records and Right to Access Clause**
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. **Facilities**
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
22. **Anti-collusion Statement**
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

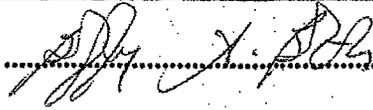
Bidder Name NEXTRAF

Telephone number: 954.733.0777

"Fax" number: 954.733.0444

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer: 

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): Buffy D. Butler

Title of signer: Managing Member

Bidders must answer the following questions (use attachments to your bid as necessary.)

1. Has your company provided School Crossing Guard contract services in the past?

YES X NO _____

If "yes", in an attachment, list current and prior crossing guard contract information including a description of the contract, duration of the contract, name of client, contact person, address, telephone number.

If "no", in an attachment, explain fully why you consider your company qualified to perform this service for the City of Pompano Beach.

2. How many years has your organization been in business? FIVE

3. Have you ever failed to complete work awarded to you?

YES _____ NO X

If Yes, in an attachment, provide details of any such incident.

4. Will you sub-contract any part of the work included in the scope of this bid?

YES _____ NO X

If Yes, in an attachment, list all subcontractors you will use on this contract.

5. In an attachment, list at least three (3) client references (excluding the City of Pompano Beach); furnish company name, contact, telephone number, description of service provided and dates of service.

6. Who will provide crossing guard training?

X your firm _____ a subcontractor

Name(s) of trainers: DELISA WILLIAMS, LEAD & STAFF TRAINERS

With your bid, submit a copy of the certificate showing each proposed trainer has been certified by the State of Florida.

EXHIBIT A
CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Cypress Elementary	900 S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 3 Ave./S.W. 9 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	Racetrack Rd./S. Dixie Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 6 St./S. Dixie Hwy. S.W. 8 St./S.W. 3 Ave. (Mid Block)	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 5 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 6 St./N.E. 11 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 4 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	1000 N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Middle & Elementary	N.E. 6 St./N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle & Elementary	N.E. 5 Ave./N.E. 6 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	1000 N. Dixie Hwy. (N.W. 10 St./Dixie)	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 6 St./N. Dixie Hwy.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	S. Cypress Rd./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 11 Ave./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Charles Drew Elementary	N.W. 27 Ave./N.W. 9 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Charles Drew Elementary	N.W. 9 St./N.W. 30 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary	1350 S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary & St. Coleman's	E. McNab Rd./S. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
Markham Elementary	N.W. 15 Ave./N.W. 15 St.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Markham Elementary	N.W. 18 Ave./Hammondville Rd.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Palmview Elementary	Copans Rd./N.E. 1 Ave.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.

EXHIBIT A (CONTINUED)

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Palmview Elementary	N.E. 1 Ave./N.E. 25 Ct N.E. 1 Ave./N.E. 26 Ct	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m. 6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Palmview Elementary	N.W. 3 Ave./N.W. 18 Ct.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Sanders Park Elementary	N.W. 16 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Sanders Park Elementary	N.W. 15 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 24 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 7 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 Ct./N.E. 8 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Crystal Lake Middle School	Copans Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N. Dixie Hwy./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 39 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	Sample Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Norcrest Elementary School	N.E. 15 Ave./N.E. 40 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 17 Ave./N.E. 42 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 16 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 18 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTEFF

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: H-36-11 School Crossing Contractor's Name: The Butler firm of Jacksonville albia
Scrimo Services NEXTEFF

<u>Name of Firm</u>	<u>Contact Person</u> <u>Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>
<u>The Bidder is A Certified Small Business Enterprise. PLEASE</u>			
<u>SEE ATTACHED CERTIFICATE.</u>			

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____ Total SBE Contract Amount _____

Are documents requested submitted accordingly YES NO

SBE EXHIBIT "A"

MM Initial

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTAFF

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number H-36-11

TO: N/A
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

**SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM**

BID # H-36-11

I, N/A
(Name and Title)

of _____, certify that on the _____ day of _____,

_____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTEFF

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number H-36-11

TO: NEXTEFF
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

- an individual
- a corporation
- a partnership
- a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

N/A

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

LOCAL BUSINESS EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTRAK

**LOCAL BUSINESS
UNAVAILABILITY FORM**

BID # H-36-11

I, N/A (Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

**GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION**

BID # H-36-11

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you?

7. List the Local Businesses you will utilize and subcontract amount.

_____ \$ _____
_____ \$ _____
_____ \$ _____

8. Other comments: _____

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTAFF

LOCAL BUSINESS EXHIBIT "D"

BID H-36-11, SCHOOL CROSSING GUARD SERVICE

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks N/A.

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



REFERENCES

Company/Agency: Town of Davie
Contact: Lori Lysfjord
Telephone: 954.693.8268
Scope of Contract: Temporary Staffing - School Crossing Guard Services
Dates: Current contract – Began 08/2009

Company/Agency: Town of Jupiter
Contact: Lieutenant Sam Miller
Telephone: 561.746.5134
Scope of Contract: Temporary Staffing – School Crossing Guard Services
Dates: Current contract – Began 08/2010

Company/Agency: Broward County
Contact: Robert Cole
Telephone: 954.341.3931, Extension 233
Scope of Contract: Temporary Staffing – Food Services Personnel
Dates: Current contract – Began 08/2008

Company/Agency: Sun Life Stadium
Contact: Sam Richards
Telephone: 305.623.6100
Scope of Contract: Temporary Staffing – Event Services
Dates: Former Contract - November 2006 – January 2008





Office of Economic and Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010 • TTY 954-357-5664

This Certificate is Awarded to:

THE BUTLER GROUP OF SOUTH FLORIDA, LLC

As set forth in the Business Opportunity Act of 2004
and/or the County Business Enterprise Act of 2009, the
certification requirements have been met for:

**County Business Enterprise
Small Business Enterprise**



Small Business Development Manager

BC – CBE/SBE – Certificate Expires: 01/19/2014

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

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*

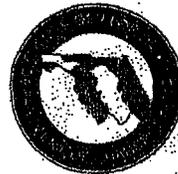
School Crossing Guard Trainer

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

Jesse Grogan

*has successfully completed the training
and is a certified*

School Crossing Guard Trainer

August 3, 2010

Date

Providance Nagy

Providance 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

Delisa 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

Insurance

The Butler Group of South Florida, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2014

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 Rick Gibbs, P.A. Insurance Agency 1000 S. State Road 7 Plantation FL 33317		CONTACT NAME: PHONE (A/C, No. Ext): (954) 581-7740 FAX (A/C, No.): (954) 584-9875 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00008160	
INSURED The Butler Group Of South Fla dba Nextaff 3810 Inverrary Blvd Ste 205 Lauderdale FL 33319		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Essex	NAIC #
		INSURER B: Infinity	
		INSURER C: USLI	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	ADOL/ISBR (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		2CS2686	06/29/14	06/29/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY		509800004536001	06/24/13	06/24/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		SP1022307C	06/29/14	06/29/15	E&O 1,000,000

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

CERTIFICATE HOLDER City of Pompano Beach 1801 Northeast 6th Street Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Gibbs/CARJAR <i>Richard D. Gibbs III</i>
APPROVED RISK MANAGEMENT ON: 7/8/14 BY: JAM.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2014

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 endorsements.

PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CERTIFICATE DEPARTMENT Phone: 813-639-3000 FAX: 855-299-7117 E-Mail: cw.carrequest@wellsfargo.com Address:
INSURED Nextaff, LLC 11225 College Blvd., Suite 250 Overland Park, KS 68210	INSURANCE AFFORDMENT COVERAGE INSURER A: Weaco Insurance Company NAIC # 20011 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 8244705** **REVISION NUMBER: See below**

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.

TYPE OF INSURANCE	ADDITIONAL COVERAGE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP. (Per person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED <input type="checkbox"/> UNLICENSED <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> SUCCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE RETENTION:					EACH OCCURRENCE \$ AGGREGATE \$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/INSURER EXCLUDED? (Indemnity in RW) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	WWC3108647	10/01/2014	10/01/2015	\$ PER STATUTE <input type="checkbox"/> SUP-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Pompano Beach 100 W Atlantic Blvd Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

APPROVED
 RISK MANAGEMENT
 DATE: 10-2-14
 BY: C. Lawrence

Mercury Indemnity Company of America
PO.. Box 31476
Tampa, FL 33631
Customer Service: (800) 503-3724



BUSINESS AUTO POLICY
ADDITIONAL INSURED Amended Declarations
Effective Date: 10/07/2014

NAMED INSURED: THE BUTLER GROUP OF SO FLORIDA 3810 Inverrary Blvd Ste 205 Lauderhill, FL 33319-4380	AGENT: RICK GIBBS INSURANCE AGCY 1000 S SR 7 PLANTATION, FL 33317 (954) 581-7740
---	---

Insurance Company:	Mercury Indemnity Company of America
Policy Number:	BA090000006870
Policy Period:	From: 10/03/2014 to 10/03/2015 at 12:01 AM Standard Time at your mailing address
Additional Insured:	CITY OF POMPANO BEACH
Address:	1801 NE 6th St , Pompano Beach FL 33060
Endorsements Attached:	CA 20 48 02 99 - Designated Insured

Covered Autos:	Symbol 1 - Any "Auto"
Limits of Insurance:	\$1,000,000 CSL

APPROVED
RISK MANAGEMENT
ON: 10/14/14
BY: JAM

Meeting Date: 7/26/11

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid H-36-11, School Crossing Guard Service, to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff, for an annual contract, at an estimated cost of \$458,989 per year.

Summary of Purpose and Why:

Bid H-36-11 was issued to establish an annual contract for the provision of school crossing guard services. Bid award is recommended to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff. The contract period is one year, commencing August 17, 2011, with contract renewal possible as stated in the bid specifications. The contractor will provide all necessary training, supervision, and personnel required to staff crossing locations throughout the City. Based on the estimated number of hours required per year, and the hourly rates, annual expenditures from this contract may total \$458,989. This solicitation was assigned a voluntary 5% Local Business participation goal, and a voluntary 5% Small Business Enterprise participation goal; the recommended bidder is a certified SBE firm, they did not indicate Local Business participation. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator 954 786-4191
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: Approximately \$458,989 per year, from account 001-9910-599.31-60, General Fund / Non-Departmental / Other Professional Services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>7-27-11</u>	<u>approve</u>	<u>[Signature]</u>
General Services	<u>7/15/11</u>	<u>approve</u>	<u>[Signature]</u>
Finance	<u>7/22/11</u>	<u>approve</u>	<u>[Signature]</u>
Budget	<u>7/21/11</u>		<u>[Signature]</u>

City Manager [Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: H-36-11 Title: School Crossing Guard Service
 Date 5/27/11

Bidder:	Action Labor Management/Staffing Connection, Ste 306, 6555 N. Powerline Road, Ft. Lauderdale, FL 33309	All City Management Services, Inc., 1749 South La Cienega Blvd, Los Angeles, CA 90035	Code Security & Protection Services Inc, 9675 4th Street West, St Petesburg, FL 33702
Hourly rate for crossing guard:	\$11.11	\$12.96	\$12.41
Hourly rate for field supervisor:	\$11.00	\$14.97	\$12.41
Estimated annual cost to the City:	\$480,202.80	\$568,247.40	\$536,856.60
SBE goal 5%, forms submitted:	No SBE participation.	Bidder will subcontract to SBE firm approximately 0.4% (\$2,500).	Bidder will subcontract to SBE/Local firm approximately 0.8% (\$4,500).
Local Business goal 5%, forms submitted:	No Local participation.	No Local participation.	Bidder will subcontract to SBE/Local firm approximately 0.8% (\$4,500).
Notes:			

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: H-36-11 Title: School Crossing Guard Service
 Date 5/27/11

Bidder:	Digos Enterprises, 2010 N.W. 1st Terrace, Pompano Beach, Fl 33060	Kemp Group International Corporation, 2111 S.W. 60th Way, Miramar, Fl 33023	The Butler Group of South Florida d/b/a Nextaff, 7481 W. Oakland Park Blvd, Ste 307, Lauderhill, Fl 33319
Hourly rate for crossing guard:	\$9.95	\$13.00	\$10.61
Hourly rate for field supervisor:	\$11.00	\$13.00	\$10.61
Estimated annual cost to the City:	\$434,406.00	\$562,380.00	\$458,988.60
SBE goal 5%, forms submitted:	Bidder is a certified SBE firm.	Bidder states firm is SBE.	The Butler Group is a certified SBE firm.
Local Business goal 5%, forms submitted:	Bidder is a Local business.	No Local participation.	No Local participation.
Notes:			



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 2, 2014

Buffy A. Butler, Managing Member
The Butler Group of South Florida LLC d/b/a Nextaff
7481 W. Oakland Park Blvd., #307
Lauderhill, FL 33319

Via Email: bbutler@nextaff.com and Facsimile: (954) 733-0444

Dear Ms. Butler,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for Bid H-36-11, School Crossing Guard Service. This renewal will be for one year, from August 17, 2014 to August 16, 2015.

Thank you for your continued cooperation.

Sincerely,

Otis J. Thomas
General Services Director

cc: Missy Kitts, Parks and Recreation
file



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

July 1, 2013

Buffy A. Butler, Managing Member
The Butler Group of South Florida LLC d/b/a Nextaff
7481 W. Oakland Park Blvd., #307
Lauderhill, FL 33319

Dear Ms. Butler,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for Bid H-36-11, School Crossing Guard Service. This renewal will be for one year, from August 17, 2013 to August 16, 2014.

Thank you for your continued cooperation.

Very truly yours,

Leeta Hardin
General Services Director

cc: Missy Kitts, Parks and Recreation
file



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

August 1, 2011

Buffy A. Butler, Managing Member
The Butler Group of South Florida LLC d/b/a Nextaff
7481 W. Oakland Park Blvd., #307
Lauderhill, FL 33319

Via Facsimile (954) 733-0444

Dear Ms. Butler,

The City Commission, at their July 26, 2011 meeting, agenda item #3, approved award of a contract to your company for the following:

Bid H-36-11, School Crossing Guard Service

The contract period shall be one year, from August 17, 2011 through August 16, 2012, with possible contract renewal for additional twelve-month periods as stated in the bid specifications. The specifications, terms and conditions of the Bid shall remain firm for the initial contract period, and any renewal period.

As required by the Bid specifications, please forward current insurance certificates to the Purchasing office within ten (10) days of receipt of this letter. I have enclosed a copy of the Insurance section from the Bid for your reference. Please have your insurance agent fax copies of the certificate(s) to the Purchasing office at (954) 786-4168, and mail the current certificate(s) to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060. After our Risk Manager approves the certificate(s) a Purchase Order can be issued.

The Parks and Recreation Department is responsible for administering the School Crossing Guard contract. Please contact Carol Foland, Recreation Manager, at (954) 786-4185 to coordinate commencement of service, etc.

Very truly yours,

Leeta Hardin
General Services Director

/lh
enclosure

cc: Carol Foland, Parks & Recreation
file

FAXED
8/1