

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach ("City") and Waterfield Florida Staffing, LLC, a Florida Limited Liability Company ("Contractor") authorized to do business in the state of Florida.

WHEREAS, the City requires services which the Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein, and

WHEREAS, Section 32.39 of the City's Code of Ordinances Competitive Bidding states that before the General Services Director (also known as Purchasing Director) makes any purchase of, or contract for, supplies, materials, capital items, or insurance services in an amount less than seventy-five thousand dollars (\$75,000.00), the General Services Director or designee shall obtain a quote from at least one (1) responsible source of supply. In addition to the purchases described herewith, the General Services Director or designee shall have the authority to approve all other purchases in an amount less than two hundred thousand dollars (\$200,000.00), with the concurrence of the City Manager.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Solicitation ITB26-039 set forth in Exhibit "A," the Contractor's Response set forth in Exhibit "B" and, the Insurance Requirements set forth in Exhibit "C," all of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order:

- (i) this Agreement,
- (ii) Exhibit "A", Solicitation, addenda, Recommendation Tabulation and additional documentation.
- (iii) Exhibit "B", Contractor's Response.
- (iv) Exhibit "C", Insurance Requirements.

2. *Purpose.* The City, on behalf of their Parks and Recreation Department desires to contract with Contractor to provide school guard crossing services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the school crossing guard services as set forth in Exhibits “A” and “B” (collectively the “Work”) attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit “A” and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. *Term of Contract.* This Contract shall be for a term of five (5) years beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* This Contract is not subject to renewal.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services shall be charged in accordance with the current minimum wage plus a per-hour four dollar and sixty-three cent (\$4.63) for each crossing guard and supervisor required to provide the services.

The four dollar and sixty-three cent (\$4.63) per-hour markup is based on Contractor’s revised bid amount of nine dollars and twenty-six cents (\$9.26), as set forth in Exhibit “B,” divided equally between the two bid line items for crossing guards and supervisors. Accordingly, the billing rate for both crossing guards and supervisors shall be calculated as the current applicable minimum wage plus four dollars and sixty-three cents (\$4.63) per hour.

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City’s notice of the disputed amount.

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to City on a monthly.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Scott Moore, Recreation Director. The Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Sharron Cook, Branch Manager
624 Nottingham Boulevard
West Palm Beach, FL 33405
Office: 954-776-3444
Email: scook@actionlabor.com

If to City: Scott Moore, Recreation Director
1801 NE 6th St
Pompano Beach, FL 33060
Office: 954-786-4148
Email: Scott.Moore@copbfl.com

With a copy to: Director of Procurement & Contracts
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061
Tel: 954-786-4098
Email: purchasing@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this Contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of this Agreement, including but not limited to social distancing, and personal protection equipment. Inability to provide the Work and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit “C” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under this Contract until the expiration of three (3) years after final payment under this Contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents 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, 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.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this Contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

Waterfield Florida Staffing, LLC

Witnesses:


August Quarataro
(Print or Type Name)


Jennifer Stone
(Print or Type Name)

By:

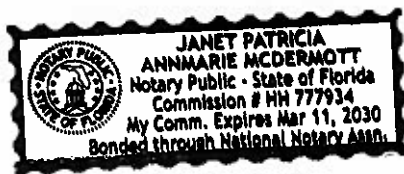

Paul Chase, CEO

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2026, by Paul Chase, as CEO of Waterfield Florida Staffing, LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit “A” – Cover Page

1. Recommendation Tabulation
2. Solicitation RFP26-039
3. School Crossing Locations
4. Addendum 1



Florida's Warmest Welcome

ITB26-039 – School Crossing Guard Services

**Non-Mandatory Pre-Bid Conference:
May 4, 2026, at 10:00 AM**

ITB Opening: May 26, 2026, at 2:00 PM

**Virtual Zoom Meeting
For Access, Go To:**

<https://www.pompanobeachfl.gov/meetings>



April 24, 2026

Dear Prospective Bidders,

SUBJECT: Invitation To Bids (ITB) ITB26-039 - School Crossing Guard Services

The City of Pompano Beach (the "City") is interested in receiving Bids in response to the attached ITB for the School Crossing Guard Services.

Bidders must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded free of charge from the eBid System at <https://pompanobeachfl.ionwave.net/>. Bids must bear the electronic signature of an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the Bidder's name. THE CITY will consider the submittal of a Bid as constituting an offer by the Bidder to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. The Bidder is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Bids must be submitted electronically at (<https://pompanobeachfl.ionwave.net/>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 1 —Schedule of Events. Bids received after 2:00:00 p.m. ET on the due date will not be considered, and late Bids will not be accepted.**

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer, at (954)786-4166, or eric.seifer@copbfl.com. Any information that amends any portion of this solicitation received by any method other than an Addendum issued through IonWave is not binding on the City of Pompano Beach.

Carefully read all portions of the ITB document to ensure the Bidder's Bid fully complies with all requirements.

Table of Contents

1. SCHEDULE OF EVENTS	4
2. PROJECT OVERVIEW	5
3. SCOPE OF SERVICES.....	6
4. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS.....	10
5. SERVICE TERMS AND CONDITIONS	12
6. AWARD AND RESERVATION OF RIGHTS	13
7. LOCAL BUSINESS PROGRAM.....	14
8. INSURANCE REQUIREMENTS	16
9. STANDARD PROVISIONS	17
10. ADDENDA.....	23
11. ATTACHMENTS AND EXHIBITS	23

1. SCHEDULE OF EVENTS

ITB Number:	ITB26-039
ITB Title:	School Crossing Guard Services
Release Date:	April 24, 2026
Date Published In Sun-Sentinel	April 24, 2026
Non-Mandatory Pre-Bid Conference	May 4, 2026, at 10:00 AM
Written Questions And Inquiries Are Due On Or Before:	May 14, 2026, at 5:00 PM
ITB Responses Due Date/Time:	May 26, 2026, at 2:00 PM
Recommendation For Award:	TBD
Direct All Inquiries To:	https://pompanobeachfl.ionwave.net
E-Bids Submittals Only:	https://pompanobeachfl.ionwave.net
Bids Virtual Opening:	https://www.pompanobeachfl.gov/meetings

2. PROJECT OVERVIEW

2.1. Background

Within the City of Pompano Beach limits, there are twelve (12) schools, including ten (10) elementary schools and two (2) middle schools, that require crossing guards at multiple street crossings to ensure walkers cross safely. The City is seeking bids from qualified Bidders to provide crossing guards at pre-specified locations throughout the City of Pompano Beach. The awarded Bidder shall be fully responsible for the supervision of said personnel in accordance with the contract scope, tasks, and deliverables, and terms and conditions.

Bidders must have prior experience of at least two (2) years conducting the same services for a City or Village of similar size to the City of Pompano Beach. Bidder must provide three (3) references, at least one of which must be verifiable to the City, with their bid submittal. If the Bidder fails to provide references, or if the City is unable to reach a reference after 3 attempts, the City may deem the Bidder non-responsible. Bidder shall have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, financial resources, and be otherwise qualified and eligible to perform the work in accordance with applicable laws and regulations.

2.2. Non-Mandatory Pre-Bid Conference

The Non-Mandatory Pre-Bid Conference will be held via Zoom on **May 4, 2026, at 10:00 AM**. For the Zoom meeting details, please visit: <https://www.pompanobeachfl.gov/meetings>

2.3. Questions and Communication

<http://www.pompanobeachfl.ionwave.net> is the official method used by the Procurement and Contracts Department, which has approved the distribution and communication of all competitive solicitations. All questions regarding this ITB must be submitted using the Questions feature in the eBid System on or before **May 14, 2026, at 5:00 PM** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Bidders will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this ITB document or by an Addendum shall not be binding on the City.

2.4. Bids Submittal Due Date

The City will receive sealed Bids by **May 26, 2026, at 2:00 PM**. Bids must be submitted electronically through the eBid System on or before the due date/time stated above. Any Bids received after the due date will not be considered.

3. SCOPE OF SERVICES

3.1. Overview of Services

The Bidder shall provide school crossing guard services at twelve (12) schools with approximately sixty-five (65) designated crossing locations as specified in the **School Crossing Locations attachment**.

Services shall be provided for approximately 210 days per year, including both the regular and extended school year. The City reserves the right to increase or decrease the number of locations and required staffing based on operational needs. The Bidder must be able to provide guards for the hours required, as instructed by appropriate City personnel. The City will provide the Bidder with the specific school year and summer dates when they are available.

Each crossing guard post shall be staffed for up to four (4) hours per day, generally consisting of coverage beginning one (1) hour prior to school start time and ending one-half (1/2) hour after the close of the designated school.

3.2. Staffing and Personnel Requirements

Bidder shall be responsible for recruiting, hiring, and managing its own employees necessary to perform the required services.

All crossing guards shall:

- Be at least eighteen (18) years of age
- Be neat, clean, well-groomed, and courteous
- Perform duties in a professional manner

At the City's request, Bidder agrees to remove any employee and substitute an acceptable person at that crossing post. The City reserves the right, at its sole discretion, to require Bidder to immediately remove any employee the City deems careless, incompetent, insubordinate, or otherwise objectionable, whose continued performance of the work is in the City's best interest, and substitute the same with an acceptable replacement. The Bidder shall provide the City with a current list of names and training dates of all guards, back-up guards, and field supervisors. The Bidder will be required to provide the City with an update to their list within forty-eight (48) hours of such change.

3.3. Daily Field Supervision

The Bidder shall provide a minimum of three (3) experienced field supervisors to oversee daily operations.

Supervisors shall:

- Be trained and certified school crossing guards
- Ensure all assigned posts are properly staffed
- Monitor employee performance and compliance

A maximum of six (6) hours daily will be paid for each supervisor.

3.4. Training.

The Bidder shall ensure that all persons employed as crossing guards and supervisors receive proper training in accordance with Florida Department of Transportation (FDOT) standards and applicable Florida Statutes. The Bidder may perform the training with its own staff, if they are certified crossing guard trainees, or subcontract the work to certified trainers 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 Statute, as amended, which consists of a minimum of both classroom and field training. Training shall be conducted by certified school crossing guard trainers.

The Bidder shall provide:

- Initial Training for all new personnel
- At least one (1) training/re-training session per year, which shall be attended by all Bidder's employees.

Any additional training, such as training of new employees, shall be the Bidder's sole responsibility and cost.

3.5. Backup Staffing and Coverage

The Bidder shall maintain sufficient backup personnel to ensure all crossing guard posts are staffed at all times. The Bidder will be required to provide each working school crossing guard with the name and telephone number of a designated backup contact in the event they are unable to report to their assigned post. The backup guard must be fully trained and familiar with the assigned locations.

Failure to staff assigned crossing posts may result in deductions or recovery of costs incurred by the City.

3.6. Answering Service.

Bidder shall provide a 24-hour answering or on-call communication service for its employees to ensure all crossing guard locations are fully staffed.

3.7. Criminal Background History Check:

The Bidder shall conduct a State of Florida and national criminal background history check on all school crossing guards, supervisors, and trainers assigned to this contract, including sexual predator and sexual offender checklists.

The Bidder shall provide the City with certification of completion of all required background checks for any staff assigned to this contract, prior to employment. Use of any employee who has not successfully passed the criminal background check may result in rejection of invoices for services and shall serve as grounds for termination of the contract. The Bidder must immediately report to the City any employee assigned to this contract and any criminal charges brought against them.

Annual criminal background checks and rechecks for all staff assigned as guards and supervisors shall be required each summer, prior to the commencement of the school year in August. All background check costs shall be the sole responsibility of the Bidder.

3.8. Equipment

The Bidder shall be responsible for supplying all equipment necessary for each crossing guard to perform their duties, including, but not limited to:

- a hand-held retroreflective stop sign,
- a fluorescent and retroreflective safety vest,
- a metal whistle with a lanyard.

Any required replacement of aged, lost, or damaged equipment shall be the Bidder's responsibility. Any required personal protective equipment, such as masks, gloves, etc., shall be provided by Bidder and be their sole responsibility.

3.9. Reporting and Administrative Requirements

3.9.1. Daily Time Sheets

The Bidder shall maintain a daily sheet with the employee's signature for each work shift and the location of their guard post. A copy of this log will be submitted to the City on a weekly basis.

3.9.2. Invoices

The Bidder will invoice the City monthly. Each invoice shall be accompanied by a time sheet detailing all employees' time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked.

Invoices will be paid by the City within thirty (30) days of receipt of invoices, except for items questioned. The Bidder shall prepare verification data for the amount claimed and provide complete cooperation during the investigation of any areas in the invoice subject to question.

3.9.3. Complaints/Accidents

The Bidder shall promptly respond to the City's complaints regarding its employees and promptly take appropriate disciplinary action as warranted by the circumstances.

The Bidder shall promptly notify the City, in writing, of any accidents at the school crossing locations during their scheduled work hours involving a student.

3.10. School Year/Service Schedule.

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

Approximate School Year scheduling is as follows:

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

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

The City will provide the Contractor with official schedules as they become available.

3.11. Transition from Existing Contract.

It is the City's desire that the awarded Bidder coordinate with the current provider to offer the persons currently employed as crossing guards first consideration for any available crossing guard work in accordance with the awarded Bidder's employment policies.

3.12. Stop Work Order.

The City may order that all or part of the work stop if the City determines that it is in its best interest, reasons may include, but are not limited to, pandemics, acts of nature, and emergency closures. This provision does not shift responsibility for loss or damage, including but not limited to lost profits or consequential damages sustained as a result of such delay, from the Contractor to the City. If this provision is invoked, the City shall notify the Contractor in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Contractor must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the City. When City determines that the work can resume, it will notify the Contractor in writing to allow resumption.

3.13. Pricing

Bidders must submit pricing for both line items to be considered responsive. Bidder shall provide 65 guards and 3 supervisors to be paid at an hourly rate equal to the current minimum wage (State or Federal, whichever is higher) plus a markup for guards and for supervisors as indicated below:

Guards: Minimum wage plus \$_____per hour.

Supervisors: Minimum wage plus \$_____per hour.

The above shall include all costs, including but not limited to insurance, materials, travel, and overhead, to provide the above-described school crossing guard services. The City will only approve adjustments as provided in the detailed specifications above.

3.14. Compensation.

The hourly rates offered shall remain firm for each school year during the term of the Agreement.

Adjustments due to changes in the State of Florida or Federal minimum wage rates shall be limited to the direct cost of such increase and must be passed through to employees without additional markup, overhead, or administrative costs. Any such adjustment shall take effect at the beginning of the new school year.

The Contractor may request adjustments to hourly rates based on demonstrated increases in labor costs or other unforeseen cost impacts. Any such request must be submitted in writing with supporting documentation at least one hundred twenty (120) days prior to the contract anniversary date.

The City may consider such requests using the Consumer Price Index (CPI) for Wage Earners and Clerical Workers (CPI-W), U.S. City Average, or a comparable index, and may approve or deny the request at its sole discretion. Approved adjustments shall not be less than one percent (1%) nor exceed five percent (5%) in any one (1) year.

Any approved adjustment shall take effect on the contract anniversary date. If the City and Contractor cannot reach an agreement on a requested adjustment, the City reserves the right to decline renewal or terminate the Contract upon ninety (90) days' written notice.

All price adjustments are subject to the requirements of Section 9.29.

3.15. Service Test Period

If the Bidder has not previously performed services for the City, the City reserves the right to require a test period to determine whether the Bidder can perform in accordance with the requirements of the contract and to the City's satisfaction. Such a test period can range from 30 to 90 days and will be conducted in accordance with all specifications, terms, and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period, and that evaluation will serve as the basis for the City's decision to continue with the Bidder or select another Bidder (if applicable).

4. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

4.1. Minimum Qualifications of Bidders

To be deemed responsive and responsible, the Bidder must meet the following minimum qualifications. Failure to meet these requirements may result in the Bidder being deemed non-responsive or non-responsible.

4.1.1. Relevant Experience

The Bidder shall have a minimum of two (2) years of experience providing school crossing guard services or similar personnel-based public safety services for a municipality, school district, or comparable public agency.

The Bidder shall provide three (3) client references demonstrating successful performance of similar services. Each reference shall include the organization name, contact name, title, phone number, email address, and a brief description of services provided. At least one (1) reference must be verifiable by the City. Failure to provide the required references, or inability of the City to verify at least one (1) reference after reasonable attempts, may result in the Bidder being deemed non-responsible.

4.1.2. Staffing Capacity

The Bidder shall certify that it has the ability to recruit, hire, and manage sufficient personnel to staff approximately sixty-five (65) crossing guard posts and a minimum of three (3) field supervisors, in accordance with Sections 3.2 and 3.3.

The Bidder shall certify that it will maintain sufficient backup personnel to ensure all crossing guard posts are staffed at all times, in accordance with Section 3.5.

4.1.3. Supervision Capability

The Bidder shall certify that it will provide daily field supervision by qualified personnel to ensure proper staffing and performance at all crossing guard locations, in accordance with Section 3.3.

4.1.4. Training Capability

The Bidder shall certify that it will provide training for all crossing guards and supervisors in accordance with Florida Department of Transportation (FDOT) standards and applicable Florida Statutes, as described in Section 3.4. Training shall include both classroom and field instruction conducted by certified crossing guard trainers.

4.1.5. Background Screening Compliance

The Bidder shall certify that it will conduct State of Florida and national criminal background checks on all personnel assigned to this contract, including sexual offender and predator screenings, prior to assignment, in accordance with Section 3.7.

4.1.6. Operational Capability

The Bidder shall certify that it has the operational capability to:

- Provide staffing coverage for approximately 210 service days per year, in accordance with Section 3.10
- Maintain sufficient backup personnel, in accordance with Section 3.5
- Provide a 24-hour answering or communication service, in accordance with Section 3.6

4.1.7. Equipment Capability

The Bidder shall certify that it will provide all equipment required for crossing guard operations, including safety vests, stop paddles, and related safety equipment, in accordance with Section 3.8.

4.2. Submission Format Requirements

Bids must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit Bids at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website, as listed in the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Bidder to ensure that their Bid is successfully submitted to the eBid System before the established Bid submission deadline. The City reserves the right to reject and not consider any Bids that are not submitted according to the requirements established herein.

4.3. Bidder's Responsibilities

Before submitting a response, the Bidder shall be solely responsible for conducting any necessary investigations, evaluations, and examinations to ascertain all conditions and requirements affecting full performance of the Contract, including thoroughly examining the ITB Documents, visiting the site to become familiar with local conditions that may affect costs, progress, performance, or furnishing of the work, considering all applicable federal, state, and local laws and regulations, carefully correlating the Bidder's observations with the ITB Documents, and notifying the City of any conflicts, errors, or discrepancies in the ITB Documents; ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim for monetary consideration, and the Bidder acknowledges that any information and data reflected in the ITB Documents concerning or contiguous to the site is based upon information furnished to the City by others and the City does not assume responsibility for its accuracy or completeness unless expressly provided otherwise.

4.4. Costs Incurred by the Bidder in Preparation of the Bids

Bidders are responsible for any and all costs associated with responding to this ITB. The City will not reimburse any Bidder for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Bids, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder and shall not be reimbursed by the City.

5. SERVICE TERMS AND CONDITIONS

5.1. Contract Term and Renewal

The initial contract period shall be for five years, commencing upon execution of a contract by the City or upon the end of the current City agreement. City reserves the right to add option(s) for renewal to the contract at its sole discretion. Except as set forth in the Cost Adjustment section, all terms, prices, and conditions shall remain firm for the initial period of the Contract and any renewal period.

In the event that service is scheduled to end due to the expiration of this Contract, the Contractor shall continue to service upon the request of the General Services Director. The extension period shall not exceed one hundred eighty (180) days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

5.2. Budget Considerations

The City has limited funding allocated for the services described in this ITB. Any award resulting from this solicitation is subject to funding availability and City approval.

5.3. Inspection and Acceptance:

Performance of services shall not constitute final acceptance by the City. The City reserves the right to monitor, inspect, and evaluate the Contractor's performance for compliance with the requirements of this Contract, including staffing, supervision, training, and operational standards. The City reserves the right to withhold payment for services not performed in accordance with the Contract.

Acceptance of services shall be based on satisfactory performance as determined by the City. The City may reject services that do not conform to the Contract requirements and may require corrective action at no additional cost.

Final acceptance shall occur only after the City determines that services have been performed in accordance with all applicable specifications, requirements, and documentation obligations set forth in this Contract.

5.4. Failure to Perform/Cancellation of Order

If the Contractor fails to perform the services in accordance with the requirements of this Contract, including failure to staff assigned crossing posts, the City reserves the right to obtain substitute services from another source and charge the Contractor for any additional costs incurred. Repeated failure to perform may result in termination of the Contract.

Failure to staff assigned crossing posts may result in deductions or recovery of costs incurred by the City.

5.5. Safety Requirements

During the performance of the scope of work, safety on or off the job site shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs related to the work. The Contractor shall be responsible for protecting and safeguarding employees and the general public in connection with the work and job site.

6. AWARD AND RESERVATION OF RIGHTS

6.1. Intent to Award

If the City elects to make an award, the Contract will be awarded to the lowest responsive and responsible Bidder.

The Awarded Bidder will receive an automatically generated notice of award from the eBid System or a written notification from the Procurement and Contracts Department.

The City reserves the right to postpone the award of the Contract for a period not to exceed one hundred eighty (180) days from the Bid unsealing date.

6.2. Reservation of Rights

The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, and changes in the work, and to negotiate contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Therefore, discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column will be resolved in favor of the correctly tabulated sum of any column.

The City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and perform the service in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.

6.3. Fair Market Pricing

The City reserves the right to review pricing for reasonableness. The City requires that all Bidders submit cost estimates that are consistent with fair market pricing. All Bids will be reviewed to ensure that proposed costs align with current industry standards for similar projects. The City reserves the right to determine whether a Bid is responsive and responsible, including whether the Bidder has the capacity to perform the services at the submitted pricing. Such determinations will consider both the overall project cost and individual line items within the Bid. The City may rely on independent evaluations, cost databases, or comparative analyses to establish fair market ranges.

In submitting a Bid, each Bidder acknowledges and agrees that:

1. Submitted proposed costs reflect competitive pricing within the industry.
2. Bidder understands and accepts that Bids with pricing that is determined to be non-responsive or indicative of an inability to perform the services, relative to fair market standards, may be excluded from consideration without further recourse.

In evaluating Bids, the City will consider the Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the ITB or prior to the Notice of Award.

If the City is able to procure the service from the open market at a lower price during the contract term, the Contractor shall have the opportunity to meet such pricing. If the Contractor is unable or unwilling to do so, the City reserves the right to procure the services through other means.

7. LOCAL BUSINESS PROGRAM

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity that has maintained a permanent place of business within the City limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City, or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City, or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity that has maintained a permanent place of business within the City limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the ITB scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! Section.

The City of Pompano Beach is strongly committed to insuring the participation of Local Vendors as contractors and subcontractors for the procurement of goods and services. Bidders are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their Bid package, the Local Vendor Participation Form (Exhibit "A") and the Letter of Intent Form (Exhibit "B"). Bidders who are unable to meet the required goals should also provide the Local Vendor Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local as follows:

- a) For Bid evaluation purposes, Tier 1 business as defined by this subsection shall be granted a preference in the amount of 5% of any Bid or five points of any proposal score. If the Tier 1 business submits a second Bid which is at least 1% lower than that lowest responsive Bid/quote, then the award will go to the Tier 1 business. If not, the award will be made to the business that submits the lowest

responsive Bid/quote. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business and no other Bidders will be given an opportunity to submit additional Bids as described herein.

- b) For Bid evaluation purposes, Tier 2 business as defined by this subsection shall be granted a preference in the amount of 2.5% of any Bid or two and one-half points of any proposal score. If the Tier 2 business submits a second Bid, which is at least 1% lower than that lowest responsive Bid/quote, then the award will go to the Tier 2 business. If not, the award will be made to the business that submits the lowest responsive Bid/quote. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business and no other Bidders will be given an opportunity to submit additional Bids as described herein.
- c) If there is a Tier 1 business and/or Tier 2 business participating in the same Bid solicitation and all businesses qualify to submit a second Bid as detailed above, the Tier 1 business will be given first option, the Tier 2 business will be given second option. If the Tier 1 business is not the lowest Bid received by at least 1%, then an opportunity will be given to the Tier 2 business. If the Tier 2 business is not the lowest Bid by at least 1%, then the Bid will be awarded to the lowest Bidder regardless of geographic location of the business.

BIDDERS APPLYING FOR TIER 1 STATUS, OR THOSE LISTING LOCAL SUBCONTRACTORS OR SUBCONSULTANTS IN EXHIBIT A, MUST PROVIDE A VALID CITY OF POMPANO BEACH BUSINESS TAX RECEIPT FOR THE BIDDERS AND FOR EACH LOCAL SUBCONTRACTOR OR SUBCONSULTANT IDENTIFIED. FAILURE TO INCLUDE THE REQUIRED BUSINESS TAX RECEIPT(S) WILL RESULT IN THE DISQUALIFICATION OF THE SUBCONTRACTOR OR SUBCONSULTANT FROM THE LOCAL BUSINESS PROGRAM (SECTION 6.5) AND THE LOSS OF ALL ASSOCIATED POINTS.

IF A BIDDER IS NOT CLAIMING PARTICIPATION IN ANY LOCAL BUSINESS PROGRAM TIER, THE REQUIRED FORMS (EXHIBITS A THROUGH D, AS APPLICABLE) MUST STILL BE SUBMITTED AND CLEARLY MARKED "NOT APPLICABLE" THROUGHOUT. PROPOSALS SUBMITTED WITHOUT THE REQUIRED DOCUMENTATION WILL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

8. INSURANCE REQUIREMENTS

Insurance Requirements Attachment outlines the insurance requirements applicable to this Invitation to Bid (ITB) and forms an integral part of the Bidder's submission. Upon award of the contract, the Bidder shall obtain and maintain, at its sole expense, insurance coverage that meets or exceeds the limits and conditions specified in the Insurance Requirements Attachment. These requirements reflect the coverage deemed necessary by the City for the scope and nature of the contracted work.

The awarded Contractor shall be responsible for submitting to the City, in a timely manner, Certificates of Insurance evidencing that all required coverage is in full force and effect. Each certificate must name the City as an additional insured on a primary and non-contributory basis for all applicable policies. All insurance documentation is subject to the City's review and written approval or disapproval before commencement of any work under the Contract.

9. STANDARD PROVISIONS

9.1. Submission, Representation, and ITB Conditions

Bids must be submitted to the City on or before the date and time specified in the solicitation. By electronically submitting a Bid, the Bidder represents and warrants that it has thoroughly examined and understands the solicitation documents; has complied with all requirements contained therein; has based its Bid upon performing and furnishing the goods and/or services in strict accordance with the solicitation documents; and acknowledges that the solicitation documents are sufficient in scope and detail to convey full understanding of all terms, conditions, and requirements for performance. The Bid shall be deemed submitted without exception unless expressly stated in the Bid at the time of submission. Exceptions, deviations, or conditions not included in the Bid at the time of submission shall not be considered after the submittal deadline.

All Bids and supporting materials submitted shall become the property of the City. The City reserves the right to postpone or cancel the solicitation, to reject any or all Bids, to waive technical or formal irregularities, and to award a contract in whole or in part if deemed in the best interest of the City. The City shall not be liable for any costs incurred by the Bidder in preparing or submitting a Bid or in connection with this solicitation.

9.2. Acceptance Period

Bids submitted in response to this ITB must be valid for a period of no less than one hundred eighty (180) days from the closing date of this solicitation.

9.3. Withdrawal Of Bids

A firm may withdraw its Bids without prejudice no later than the advertised deadline for submission of Bids by using the eBid System or through written communication to the Procurement and Contracts Department, 1010 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes, must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by Bidders or by Bidders whose solicitation or award may be aggrieved. The initial protest must be addressed to the following:

Director of Procurement & Contracts, City of Pompano Beach
1010 N.E. 3rd Avenue, Pompano Beach, Florida 33060

9.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this ITB. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

9.6. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, the Bidder's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

9.7. Contract Terms

The contract shall include, at a minimum, this ITB document and the successful Bidder's Bids. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

9.8. Waiver

It is agreed that no waiver or modification of the contract resulting from this ITB, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

9.9. Manner of Performance

The Bidder agrees to perform its duties and obligations under the contract resulting from this ITB in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Bidder agrees that the services provided under the contract resulting from this ITB shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of the Bidder to comply with this paragraph shall constitute a material breach of contract.

9.10. Materials, Equipment, Quality, and Substitutions

Unless otherwise expressly stated in the solicitation documents, to the extent that any materials, equipment, or supplies are required for the performance of services under this Contract shall be new, of the latest model, of good quality, and free from defects in workmanship and materials. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or similar items shall not be furnished without the prior written approval of the City.

Where specific materials, equipment, brands, models, drawings, or specifications are referenced in the solicitation documents, the Contract, if awarded, shall be based upon the items described therein. No substitute or "or equal" item shall be furnished unless the solicitation expressly permits substitutions and the City provides prior written approval. Requests for approval of substitute or "or equal" items, when permitted, shall be submitted in writing in accordance with the procedures outlined in the solicitation documents, and the City's determination of acceptability shall be final.

9.11. Occupational Health, Safety, and Hazardous Materials

If, in the performance of the Contract, the Contractor uses, handles, stores, transports, or disposes of any hazardous or regulated materials, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and standards, including, as applicable, OSHA requirements, EPA regulations, and Florida Statutes.

The Contractor shall provide current Safety Data Sheets (SDS) for any such materials upon request and prior to use or delivery to City property, where applicable. All materials shall be properly labeled in accordance with applicable regulatory standards.

The Contractor shall ensure proper storage, handling, transportation, disposal, and employee training related to such materials and shall implement appropriate safety procedures, including spill prevention and response protocols.

The Contractor shall be solely responsible for any violations, releases, spills, contamination, improper disposal, regulatory citations, or damages arising from its handling or use of such materials and shall immediately notify the City of any incident involving hazardous or regulated substances occurring in connection with the Contract.

The Contractor shall be responsible for the proper disposal of any hazardous or regulated waste in accordance with all applicable laws and shall provide documentation of lawful disposal upon request.

9.12. Environmental Regulations

The City reserves the right to consider the Bidder's history of citations or violations of Environmental Regulations and investigate the Bidder's responsibility. Further, it reserves the right to declare the Bidder not responsible if the Bidder's history of violations warrants such a determination in the City's opinion. The Bidder shall submit a complete history of all citations, violations, notices, and dispositions within the Bids. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. The Bidder shall notify the City immediately of notice of any citation or violation, which the Bidder may receive after the ITB opening date and during the time of performance of any contract/agreement awarded to it.

9.13. Omissions

Omissions in the specifications of the ITB, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit these Bids.

9.14. Hold Harmless and Indemnification

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

9.15. Composition Of Project Team

The principals and personnel named in the Bids must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

9.16. Survivorship Rights

This contract resulting from this ITB shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

9.17. Termination

The City of Pompano Beach may terminate the contract resulting from this ITB without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this ITB for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

9.18. Governing Law

Any agreement resulting from this ITB shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

9.19. Relationship to the City

It is the intent of the City, and the Bidder hereby acknowledges and agrees that the successful Bidder is considered to be an independent Contractor and that neither the Bidder nor the Bidder's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

9.20. Cone of Silence

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any

member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

9.21. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Bidders as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Bidders that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Bidders.

9.22. Conflict Of Interest

To determine any possible conflict of interest, each Bidder must disclose if any City employee is also an owner, corporate officer, or employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Bidder must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

9.23. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Bidder, project team member, or anyone representing the Bidder is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Bidder and the Bidder's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Bids. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Bidder, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Bidder shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

9.24. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Bids of Successful and Unsuccessful Bidders, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with

this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

9.25. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

9.26. Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

9.27. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 Bids 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 in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9.28. Patent Fees, Royalties, And Licenses

If the selected Bidder requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

9.29. Price Adjustments

Prices offered shall remain firm for the initial thirty-six (36) month period of the Agreement, except as otherwise provided herein.

Any request for a price adjustment must be submitted in writing, with full supporting documentation, no less than ninety (90) calendar days prior to the applicable contract anniversary date.

No price adjustment shall be effective unless and until approved in writing by the City. Any adjustment invoiced without prior written approval shall not be paid.

Price adjustments shall be limited to the following:

a. **Minimum Wage Adjustments**

Adjustments resulting from changes in the State of Florida or Federal minimum wage rates shall be limited to the direct cost of such increase and must be passed through to employees without additional markup, overhead, or administrative costs.

b. **Other Labor-Based Adjustments**

The Contractor may request an adjustment based on demonstrated increases in local labor market conditions or other unforeseen cost impacts affecting the provision of services. Any such request must include detailed supporting documentation demonstrating that:

- i. The cost increase is due to factors beyond the Contractor's reasonable control;
- ii. The increase reflects broader labor market conditions and is not specific to the Contractor;
- iii. The impact on the Contractor's cost of performance is substantial; and
- iv. Continued performance under the existing pricing would result in a material financial hardship.

The City reserves the right, at its sole discretion, to approve or deny any requested adjustment based on the documentation provided. All approved price adjustments must be confirmed in writing by the Director of Procurement and Contracts prior to implementation.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this Solicitation and invoice less than the prices offered in their submitted Bid. If, from the date of Bid opening, the Awardee either Bids the same products at a lower price than offered to the City or reduces the price of the Bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

9.30. Invoicing/Payment

Contractor shall submit an invoice by the fifteenth (15th) of the following month to the City of Pompano Beach at the location: Civic Center, 1801 NE 6th Street, Pompano Beach, FL 33060.

9.31. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible personal property made by contractors who use such property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

9.32. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this ITB if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

9.33. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

9.34. Public Records Custodian:

If the awarded Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the awarded Bidder's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253,
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

10. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method by which interpretation, clarification, or additional information can be given. If any addenda are issued for this ITB solicitation, they will be issued via the eBid System. The Bidder must obtain all Addendum/Addenda posted for this ITB in the eBid System before submitting a response to this ITB.

11. ATTACHMENTS AND EXHIBITS

- School Crossing Locations
- Reference Form ITB26-039
- T1_T2 Form
- Local Business Program Forms
- Insurance Requirements

School Crossing Locations

Charles Drew Elementary

NW 9 th Court/NW 27 th Avenue
NW 9 th Street/NW 30 th Avenue

Cresthaven Elementary

NE 6 th Avenue/NE 24 th Street
NE 6 th Avenue/NE 25 th Street
NE 7 th Terrace/NE 25 th Street
NE 8 th Terrace/NE 25 th Court

Cypress Elementary

900 S. Cypress Road
SW 3 rd Avenue (midblock)/SW 8 th Street
SW 6 th Street/S Dixie Highway
SW 6 th Street/Dixie Highway
Racetrack Road/S Dixie Highway
Racetrack Road/S Dixie Highway

Crystal Lake Middle

NE 3 rd Avenue/NE 33 rd Street (Ped. Light)
NE 3 rd Avenue/NE 39 th Street
NE 3 rd Avenue/Copans Road
NE 3 rd Avenue/Copans Road
NE 3 rd Avenue/Sample Road
NE 3 rd Avenue/Sample Road
NE 33 rd Street/N Dixie Highway
NE 33 rd Street/N Dixie Highway
Sample Road/N Dixie Highway
Sample Road/N Dixie Highway

Markham Elementary

NW 15 th Avenue/NW 15 th Street
NW 15 th Street/SW 16 th Drive
Hammondville Road/NW 18 th Avenue
Hammondville Road/NW 18 th Avenue

McNab Elementary

1350 SE 9 th Avenue

Saint Coleman

SE 9 th Avenue/McNab Road
S Federal Highway/McNab Road
S Cypress Road/McNab Road

Norcrest Elementary

NE 15 th Avenue/NE 40 th Street
NE 15 th Terrace/NE 40 th Street
NE 16 th Terrace/NE 39 th Street
NE 17 th Avenue/NE 42 nd Court
NE 18 th Terrace/NE 39 th Street

Palmview Elementary

NE 1 st Avenue/NE 25 th Court
NE 1 st Avenue/NE 26 th Court
NE 1 st Avenue (Cypress Road/Copans Road)
NE 1 st Avenue (Cypress Road/Copans Road)
NW 3 rd Avenue (Esther Rolle/Copans Road)
NW 3 rd Avenue/NW 18 th Court

Pompano Beach Elementary

NE 4 th Street/NE 13 th Avenue
NE 5 th Avenue/NE 6 th Street
NE 5 th Avenue/NE 6 th Street
NE 6 th Street/NE 11 th Avenue
NE 6 th Street/Federal Highway
NE 8 th Street/NE 13 th Avenue
1000 N Federal Highway

Pompano Beach Middle

1000 N. Dixie Highway (NW 10 th Street/Dixie)
NE 5 th Avenue/NE 6 th Street
NE 6 th Street/N Federal Highway
NE 6 th Street/N Dixie Highway
NE 6 th Street/N Dixie Highway
NE 11 th Avenue/E. Atlantic Blvd

NE 11 th Avenue/E. Atlantic Blvd
S Cypress Road/E. Atlantic Blvd
S Cypress Road/E. Atlantic Blvd
NW 3 rd Street/Dixie Highway
NW 3 rd Street/Dixie Highway
Atlantic Blvd/Dixie Highway
Atlantic Blvd/Dixie Highway
Atlantic Blvd/Dixie Highway
Atlantic Blvd/Dixie Highway

Sanders Park Elementary

NW 6 th Avenue/NW 15 th Street
NW 6 th Avenue/NW 16 th Street



**City of Pompano Beach
Procurement and Contracts Department
1101 N.E. 5th Avenue
Pompano Beach, Florida, 33060**

May 4, 2026

ADDENDUM #1

ITB26-039 – School Crossing Guard Services

To All Bidders,

Addendum #1 has been posted on the City's eBid System. Bidders are reminded to acknowledge receipt of this Addendum by completing the Addendum Attribute in the Attributes tab within the eBid System.

The City is issuing this Addendum to revise the date and time of the Non-Mandatory Pre-Bid Conference:

REVISED INFORMATION:

The Non-Mandatory Pre-Bid Conference shall be held as follows:

Date: Wednesday, May 6, 2026

Time: 9:00 AM (EST)

Location: Virtual (Zoom)

Join Online:

<https://us06web.zoom.us/j/84027306933>

Webinar ID: 840 2730 6933

Passcode: 161892

The remainder of the solicitation is unchanged at this time.

Sincerely,

Eric Seifer,
Purchasing Supervisor

cc: website



Procurement and Contracts Department

Mary Rivero, Director

mary.rivero@copbfl.com

ITB #: ITB26-039 Tentative City Commission Meeting Date*: JULY 14, 2026

ITB Title: School Crossing Guard Services # Notified: 202 # Downloaded: 7

of Responses Rec'd: 4 # of "No Bids": 1

For: Parks and Recreation Department ITB Opening Date: 05/26/2026
(Department)

POSTING OF ITB RECOMMENDATION/TABULATION: Solicitation Recommendations and Tabulations will be posted in the eBid System IonWave and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1101 NE 5th Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The "Cone of Silence" shall terminate upon the City's award or approval of a contract, rejection of all proposals or responses, or any other formal action that concludes the solicitation or other procurement process. For confirmation of the official termination date of the Cone of Silence, contact the Purchasing Agent of record.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received four (4) responsive and responsible bids in response to ITB26-039 School Crossing Guard Services.

Bidder	Verified Tier 1 Local Vendor	Response Total
The Butler Group of South Florida, LLC dba NEXTAFF		\$9.36
Waterfield Florida Staffing, LLC dba Action Labor of Florida	X	\$9.62*
All City Management Services, Inc.		\$10.18
Crossing Guard Services LLC		\$24.25

*second bid submitted was \$9.26

It is the recommendation of the City of Pompano Beach to award 'Waterfield Florida Staffing, LLC dba Action Labor of Florida'.

Pursuant to Ordinance 2018-46, Section 32.40, Local Business Program, for bid evaluation purposes, if the verified Tier 1 local business submits a second bid which is at least 1% lower than that lowest/responsive bid/quote, then the award will go to the verified Tier 1 local business. The second bid submitted by Waterfield Florida Staffing, LLC dba Action Labor of Florida was one percent (1%) lower than the lowest responsive bid. The lowest responsive and responsible bidder, The Butler Group of South Florida, LLC dba NEXTAFF is not a local vendor for the City of Pompano Beach.

By: Michael Lee Date: 6/24/2026
(Purchasing Agent)

Exhibit “B” – Cover Page

1. Contractor’s Response
2. Revised Bid Amount
3. Proposal
4. Sunbiz Documentation
5. Local Business Forms
6. T1-T2 Form



ITB26-039 Addendum 1
Action Labor/Staffing Connection
Waterfield Florida Staffing, LLC
Supplier Response

Event Information

Number: ITB26-039 Addendum 1
 Title: School Crossing Guard Services
 Type: Invitation To Bid
 Issue Date: 4/24/2026
 Deadline: 5/26/2026 02:00 PM (ET)
 Notes: The City of Pompano Beach (the "City") is interested in receiving Bids in response to the attached ITB for the School Crossing Guard Services.

Bidders must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded free of charge from the eBid System at <https://pompanobeachfl.ionwave.net/>. Bids must bear the electronic signature of an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the Bidder's name. THE CITY will consider the submittal of a Bid as constituting an offer by the Bidder to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. The Bidder is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Bids must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in Section 1 — Schedule of Events. Bids received after 2:00:00 p.m. ET on the due date will not be considered, and late Bids will not be accepted.

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer, at (954)786-4166, or eric.seifer@copbfl.com. Any information that amends any portion of this solicitation received by any method other than an Addendum issued through IonWave is not binding on the City of Pompano Beach.

Carefully read all portions of the ITB document to ensure the Bidder's Bid fully complies with all requirements.

Contact Information

Contact: Michael Lee
Address: Procurement and Contracts
1101 NE 5th Avenue
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4098
Email: Michael.Lee@copbfl.com

Action Labor/Staffing Connection Information

Contact: Sharron Cook
 Address: 6555 N. Powerline Road #306
 Fort Lauderdale, FL 33309
 Phone: (954) 776-3444
 Fax: (954) 776-8476
 Email: scook@actionlabor.com
 Web Address: <https://www.staffingconnection.com/index.php/crossing-guards/>

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Paul C. Chase CEO

Signature

Submitted at 5/26/2026 10:29:15 AM (ET)

paulc@actionlabor.com

Email

Supplier Note

Our company privatized the SCG program for the City of Pompano Beach in the year 2000. We successfully staffed the program until 2016 when we lost the bid to pricing. That company took over our program. Thank you for the opportunity to present this bid.

Requested Attachments

Reference Form ITB26-039

Reference Forms ITB26-039.pdf

Tier 1/ Tier 2 Local Business Form

Tier 1 Local Business Forms.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

Local Business Program Forms

Local Business Program Forms.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

Response Attachments

ITB26-039 - School Crossing Guard Services-Pompano Beach.pdf

Proposal, qualifications, experience about our company and the school crossing guard services we currently provide throughout the state of Florida with a local office in Pompano Beach and Fort Lauderdale, Broward County. Our company privatized the school crossing guard services for the City of Pompano Beach in the year 2000. We lost the bid on pricing in 2016. Thank you for the opportunity to present this bid.

Bid Attributes

1 Terms & Conditions

Contractor acknowledges that it has read, understands, and agrees to be bound by all terms, conditions, and specifications contained in this solicitation and any resulting contract. Failure to comply may result in rejection of the response or termination of any resulting agreement.

☒ Agree

2 Acknowledgement of Addenda

Contractor acknowledges receipt of all addenda issued for this solicitation and certifies that all addenda have been reviewed and incorporated into its response. Failure to acknowledge all addenda may result in rejection of the response as non-responsive.

☒ Agreed

3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

4 Drug-Free Workplace

Contractor certifies that it has implemented and maintains a drug-free workplace program in accordance with Section 287.087, Florida Statutes.

5 Conflict of Interest

Contractor certifies that it has disclosed any potential conflict of interest, including whether any City of Pompano Beach employee is an owner, officer, or employee of the Contractor's firm. If such a relationship exists, Contractor shall comply with applicable disclosure requirements pursuant to Chapter 112, Florida Statutes. Failure to disclose may result in disqualification or termination of any resulting contract.

6 If 'Yes', provide details. If 'No', enter N/A.

7 Local Business Program Participation & Documentation

Contractor shall submit all required Local Business Program forms (Exhibits A through D, as applicable) with its response. Forms must be fully completed, including documentation demonstrating compliance with Tier 1 or Tier 2 eligibility requirements, or clearly marked "Not Applicable," as appropriate. Failure to submit the required forms will result in the proposal being deemed non-responsive.

Contractors seeking Tier 1 or Tier 2 Local Vendor preference, or those identifying Local Vendor subcontractors or subconsultants, must provide all required supporting documentation, including valid Business Tax Receipt(s), and demonstrate compliance with applicable program requirements, including minimum local participation percentages or employee residency thresholds, in accordance with Section 32.40, City of Pompano Beach Code of Ordinances. Failure to meet these requirements will result in denial of Local Vendor preference and loss of any associated evaluation points.

8 Business in Good Standing (Florida Division of Corporations)

Is the proposer an active business entity in good standing with the Florida Division of Corporations (Sunbiz)?

9 Minimum Experience Requirement

Bidder certifies that it has a minimum of two (2) years of experience providing school crossing guard services or similar personnel-based public safety services for a municipality, school district, or comparable public agency.

10 Staffing Capacity

Bidder certifies that it has the ability to provide approximately sixty-five (65) crossing guards and a minimum of three (3) field supervisors as required by the solicitation.

11 Backup Staffing

Bidder certifies that it will maintain sufficient backup personnel to ensure all assigned crossing guard posts are staffed at all times.

12 Daily Supervision

Bidder certifies that it will provide daily field supervision by qualified personnel in accordance with the solicitation requirements.

13 Training Capability

Bidder certifies that it will provide training for all personnel in accordance with Florida Department of Transportation (FDOT) standards and applicable Florida Statutes.

14 Background Screening Compliance

Bidder certifies that it will conduct State of Florida and national criminal background checks, including sexual offender and predator screenings, for all personnel assigned to this contract.

15 24-Hour Communication Service

Bidder certifies that it will provide a 24-hour answering or on-call communication service for employees.

16 Operational Schedule Compliance

Bidder certifies that it has the operational capability to provide services for approximately 210 days per year, including both regular and extended school year schedules.

17 Equipment Provision

Bidder certifies that it will provide all required equipment necessary for crossing guard operations, including safety vests, stop paddles, and related safety equipment.

Bid Lines

1	Guards: Minimum wage plus \$ _____ per hour. Quantity: <u> 1 </u>	Price: \$4.81	Total: \$4.81
2	Supervisors: Minimum wage plus \$ _____ per hour. Quantity: <u> 1 </u>	Price: \$4.81	Total: \$4.81

Response Total: \$9.62

June 24th, 2026

Ms. Cynthia Gomez
Purchasing Agent
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

RE. ITB26-039 – School Crossing Guard Services

Please accept this written revised bid amount of \$9.26.

Our entire team is looking forward to providing a quality, safety first school crossing guard program for the City of Pompano Beach.

Sincerely,



Sharron Cook
Branch Manager – School Crossing Guard Division

Staffing Connection

& Action Labor **TARGETING SAFETY**



School Crossing Guard Services

ITB26-039

Pompano Beach 5-26-2026

Forbes 2025-America's Best Temporary Staffing Firms



School Crossing Guard Services

ITB26-039

Pompano Beach 5-26-2026

Submitted by:

Sharron Cook, Branch Manager-School Crossing Guard Division

6555 N. Powerline Road, Suite #306

Fort Lauderdale, FL 33309

(954) 776-3444 | scook@actionlabor.com

www.staffingconnection.com

Action Labor-Pompano Beach Office

2661 W. Atlantic Blvd.

Pompano Beach, FL 33069

Cover Letter

Staffing Connection & Action Labor

6555 N. Powerline Road Ste. #306
Fort Lauderdale, FL 33309
(954)-776-3444
www.staffingconnection.com

Action Labor-Pompano Beach Office
2661 W. Atlantic Blvd.
Pompano Beach, FL 33069

5/13/2026

Mr. Eric Siefer
Purchasing Supervisor
City of Pompano Beach
1010 NE 3rd Avenue
Pompano Beach, FL 33060

RE: ITB 26-039- School Crossing Guard Services

Staffing Connection & Action Labor is pleased to submit our proposal for School Crossing Guard Services for the City of Pompano Beach. We understand the scope of services required and agree to the terms and conditions set forth in this ITB.

Since 1999, Staffing Connection & Action Labor has built its reputation on one principle: keeping school zones safe through reliable staffing, rigorous training, and local accountability. Today we are the only Florida-based firm exclusively dedicated to school crossing guard services, deploying more than 800 certified guards daily across both coasts of Florida, supported by 40 FDOT certified trainers embedded in the communities we serve.

L 800 #

Our School Crossing Guard Division has managed school crossing guard programs throughout Broward County since 1999, giving us operational depth and community presence that sets us apart. We employ guards who live and work in the cities we serve, supervised by area supervisors who know those streets, schools, and families by name.

Our technology ensures that coverage gaps are resolved before they become your problem. Guards clock in exclusively through our geofenced Buzz mobile app – remote clock-in is not permitted. If a guard has not checked in prior to shift start, our area supervisor will either assume the post directly or dispatch a pre-screened substitute while simultaneously notifying your school site contact. Cities don't manage this process. We do – and we document every response.

Staffing Connection & Action Labor is recognized on the Forbes 2025 list of America's Best Temporary Staffing Firms and operates under the financial strength of our corporate organization, with \$187M in annual revenue, an independent audit by Crowe LLP, and full General Liability, Workers' Compensation, and Professional Liability coverage maintained throughout the life of every contract.

We are proud of our long-standing relationships with the cities we serve and look forward to the opportunity to bring that same commitment to the City of Pompano Beach.

Sincerely,



Sharron Cook
Branch Manager – School Crossing Guard Division
Staffing Connection & Action Labor
(954) 776-3444 | scook@actionlabor.com



Statement of Qualifications

Staffing Connection & Action Labor is the only Florida-based firm exclusively dedicated to school crossing guard services, bringing more than 25+ years of specialized experience to every program we manage. While other providers offer crossing guard services as one line item within a broader staffing portfolio, our Fort Lauderdale branch operates exclusively in this space — every resource, every trainer, and every supervisor we deploy is focused entirely on the safety of school children. That singular focus is not a limitation. It is our competitive advantage.

The results speak for themselves. We are the largest private supplier of school crossing guard services in the State of Florida, deploying more than 800 certified guards daily across both coasts. Our programs maintain a 100% pedestrian safety record, a 98%+ daily fill rate, and zero instances of an uncovered post going unaddressed due to no-show without replacement. These are not aspirational targets — they are the standards we have already achieved and sustained across every active program in our portfolio.

Our training infrastructure is unmatched in the state. Staffing Connection employs 40 FDOT certified trainers, 28 of whom are embedded in Broward County — the region we know best and where we have operated the longest. All four of our full-time Fort Lauderdale office staff hold FDOT certification, meaning the people managing your program administratively hold the same professional standard as the people in the field. Every crossing guard candidate completes a four-hour classroom training course followed by a two-hour field practicum before being assigned to any post. Guards are recertified annually.

The depth of our local management team distinguishes us from any national provider attempting to service Florida from a regional hub. Branch Manager Sharron Cook has managed school crossing guard programs across five Florida counties for 15+ years, maintaining a 100% safety record throughout her career. She is an FDOT certified trainer with direct accountability for every program under our School Crossing Guard Division. Our area supervisors reside in the communities they serve — they are not dispatched from a distant office when a problem arises. They are already there.

Staffing Connection & Action Labor currently holds active contracts with over 30 Florida municipalities including the Cities of Coral Springs, Parkland, Oakland Park, and Tamarac, among others. These are not legacy relationships maintained by inertia — they are renewed competitively because our performance record justifies it. We have never lost a client due to failure to perform and have never left a program without ensuring full continuity of service.

Our corporate organization provides the financial infrastructure, risk management resources, and enterprise-level operational support that ensures stability and scalability for every program we manage. With \$187M in annual revenue, an independent audit by Crowe LLP, and recognition on the Forbes 2025 list of America's Best Temporary Staffing Firms, Staffing Connection & Action Labor combines the accountability of a local operator with the financial strength of a regional enterprise. Cities contracting with us do not assume the risk of a vendor that may not be here next year. We have been here since 1986 and we intend to stay.

15
Nct
25+



Preliminary Scope of Services

Staffing Connection & Action Labor assumes complete responsibility for every aspect of your school crossing guard program — from recruiting and certification through daily field supervision and incident response. Our role is not to supply guards and step back. It is to manage a living, accountable program that performs reliably every day regardless of weather, absenteeism, or scheduling changes. The cities that have partnered with us longest consistently cite three reasons for renewal: our supervisors are in the field every day, our response when something goes wrong is immediate and documented, and our posts are staffed.

Daily Field Supervision

Every post under our management is monitored daily by a state-certified area supervisor who resides in the community they serve. Supervisors do not operate from a central office — they are in the field during every active crossing period, conducting real-time performance observations, ensuring proper equipment use, verifying crossing procedures, and maintaining direct communication with school site staff. Field supervisors are required to meet with our branch administrator weekly to review post-by-post performance and flag any developing issues before they become problems for the city. Formal post evaluations are conducted on an ongoing basis, with data shared directly with your designated city contact.

Incident Response and Accountability

When a crossing guard does not report for their shift, our response is triggered before the school calls. Guards clock in through our geofenced Buzz mobile app — the system will not permit remote clock-in. If a guard has not checked in prior to shift start, our area supervisor will either assume the post directly or dispatch a pre-screened substitute from our standing relief pool while simultaneously notifying your school site contact. The entire response sequence — from missed clock-in to post covered — is documented in real time. Cities do not manage this process. We do — and we document every response.

All incidents involving crossing guard performance, public complaints, or safety observations are reported to our branch administrator within two hours. A written report is completed in less than three business days. Our three-tier escalation protocol ensures that front-line issues are resolved at the supervisor level, program-level issues are escalated to branch management, and any matter involving insurance, liability, or city administration is handled directly by our corporate risk management team in coordination with your designated contact.

Staffing Connection & Action Labor **TARGETING SAFETY**

Recruiting and Staffing Reliability

Maintaining fully staffed posts across every location, every day, is the baseline expectation of any crossing guard program — and it is the area where vendors most commonly fall short. Staffing Connection addresses this through year-round active recruiting rather than reactive hiring. We maintain a standing pool of pre-screened, background-cleared, and FDOT-certified substitute guards in every market we serve, ensuring that absenteeism does not translate into uncovered posts.

Recruiting efforts are intensified during June, July, and August in preparation for the upcoming school year. We utilize online job boards, neighborhood flyer distribution, employee referral programs, social media outreach, and community partnerships to maintain a continuous pipeline of qualified candidates. Many of our crossing guards and supervisors have been with our programs for five or more years, reflecting a retention rate that reduces the recruiting burden and preserves the institutional knowledge that makes programs run smoothly year after year.

Training and Certification

Every Staffing Connection crossing guard candidate completes a four-hour classroom training course conducted by an FDOT certified trainer before being assigned to any post. Classroom training is followed by a two-hour field practicum conducted both with and without children present at an active crossing location. Guards are issued their FDOT certification upon successful completion and are recertified annually. All training documentation and state certification filing are managed entirely by Staffing Connection — cities carry none of that administrative burden.

With 40 FDOT certified trainers across our Florida programs — 28 of them in **Broward County** — we have the capacity to train, certify, and replace guards faster than any national provider operating from outside the state. All five full-time members of our Regional School Crossing Guard office staff hold active FDOT certification, meaning the people managing your program administratively are held to the same professional standard as the people in the field.





Organizational Structure

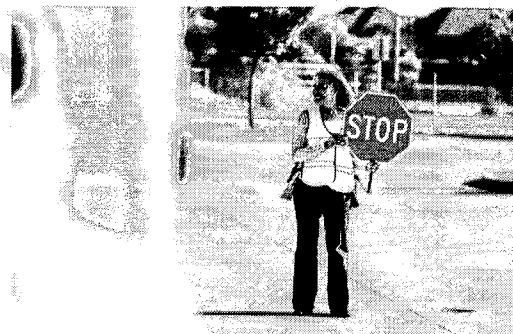
The Staffing Connection & Action Labor school crossing guard program operates through a streamlined, accountable management structure designed to put decision-making as close to the field as possible. Unlike national providers whose program management chains run through multiple regional layers before reaching local personnel, our structure places a single experienced point of accountability — Branch Manager Sharron Cook — directly between your city contact and the guards serving your schools.

Every member of our School Crossing Guard program support team holds active FDOT certification. Joanne Duty has 15 years of FDOT training experience and has managed crossing guard programs since 1998. Nancy Jimenez has served as Personnel Administrator and certified trainer since 2005. Cathy Castaldo has supervised crossing guard programs since 2001. William Dean joined our team in 2026 and is FDOT certified, gaining knowledge and experience in the school crossing field to strengthen his 20+ years staffing industry experience. This is not a team assembled in response to this ITB — it is a team that has operated together for years and understands Florida's program requirements from the inside.

Area supervisors assigned to your program are named, FDOT certified, and reside in the communities they serve. Supervisor coverage will be provided by the bid requirement of three field supervisors.

Behind our local team sits the full operational and financial infrastructure of our corporate organization. Corporate support functions available to every crossing guard program we manage include risk and insurance management under August Quartararo's Certified Risk Manager designation, dedicated payroll and accounting systems, a full-service IT department capable of generating custom client reports, and human resources support ensuring continued labor law compliance across all active contracts. Cities contracting with Staffing Connection & Action Labor receive the responsiveness of a local operator and the institutional support of a \$187M enterprise.

What evaluators will not find in our organizational structure is a layer of management based outside Florida directing your program from a distance. Every person with direct accountability for your program lives and works in this state. That is not a structural coincidence — it is a deliberate operational decision that reflects how we believe crossing guard programs should be managed.





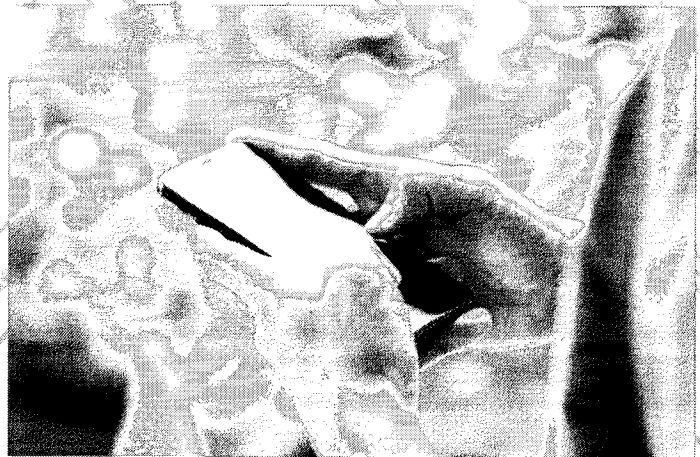
Program Management Chart

PERSONNEL DETAILS		
Corporate Leadership	Paul Chase, CEO August Quartararo, COO	Enterprise financial & risk management support
Branch Manager-Crossing Guard Division	Sharron Cook, FDOT Certified Trainer	22 Years Experience Fort Lauderdale, FL
Resource Placement Administrator & Trainer	Joanne Duty, FDOT Certified	Employed with Staffing Connection since 1998, 15 years FDOT training
Personnel Administrator & Trainer	Nancy Jimenez, FDOT Certified	Employed with Staffing Connection since 2005, 8 years FDOT training
Field Trainer Broward & Palm Beach Counties	Cathy Castaldo, FDOT Certified	Employed with Staffing Connection since 2001, 14 years FDOT training
Field Trainer/Recruiter Broward County	William Dean, FDOT Certified	FDOT Certified, Resident of Broward County
Crossing Guards	Over 900 certified crossing guards	All FDOT Certified, Locally recruited

Staffing Connection & Action Labor **TARGETING SAFETY**

Technology-Buzz App

TempWorks Buzz is the mobile platform that powers Staffing Connection's school crossing guard program management. When a crossing guard is assigned to a post, they must clock in through the Buzz mobile app only after physically arriving at their geofenced location — the system will not allow remote clock-in. If a guard has not checked in prior to their shift start, our area supervisor will either assume the post directly or dispatch a pre-screened substitute from our standing relief pool while simultaneously notifying your school site contact. The entire response sequence — from missed clock-in to post covered — is documented in real time. Cities do not manage this process. We do — and we document every response for your records. Through Buzz, crossing guards can also view assignments, schedules, post locations, and uniform requirements; receive important messages and alerts; access pay and paycheck history; and communicate directly with branch staff. Buzz integrates with Staffing Connection's back-office systems, ensuring accurate timekeeping, payroll processing, and efficient program oversight.



**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

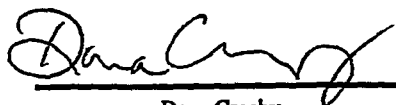
Sharron Cook

*has successfully completed the
training and is a certified*

Florida School Crossing Guard Trainer

January 17, 2019

Date



Dana Crosby
Program Administrator
Florida School Crossing Guard Training Program





Kevin J. Thibault, P.E.
Secretary of Transportation

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

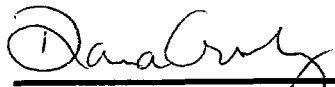
JoAnne Duty

*has successfully completed the
training and is a certified*

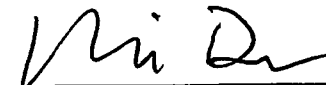
Florida School Crossing Guard Trainer

July 11, 2018

Date



Dana Crosby
Program Administrator
Florida School Crossing Guard Training Program



Mike Dew
Secretary of Transportation

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

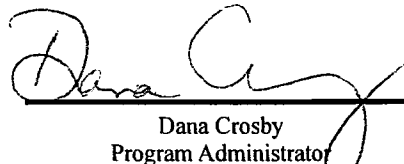
Catherine Castaldo

*has successfully completed the
training and is a certified*

Florida School Crossing Guard Trainer

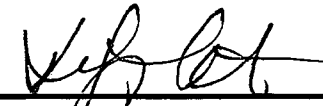
November 20, 2019

Date


Dana Crosby
Program Administrator

Florida School Crossing Guard Training Program





Kevin J. Thibault, P.E.
Secretary of Transportation

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

William Dean

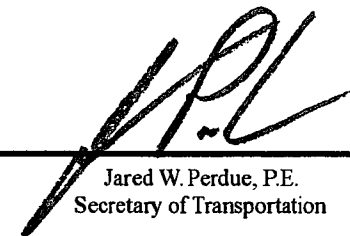
*has successfully completed the
training and is a certified
Florida School Crossing Guard Trainer*

April 30, 2026

Date


Dana Crosby
Program Administrator
Florida School Crossing Guard Training Program




Jared W. Perdue, P.E.
Secretary of Transportation



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
WATERFIELD FLORIDA STAFFING, LLC

Filing Information

Document Number	L18000046941
FEI/EIN Number	82-4558588
Date Filed	02/21/2018
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	04/25/2019
Event Effective Date	NONE

Principal Address

624 NOTTINGHAM BOULEVARD
WEST PALM BEACH, FL 33405

Changed: 03/22/2023

Mailing Address

624 NOTTINGHAM BOULEVARD
WEST PALM BEACH, FL 33405

Changed: 03/22/2023

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 03/22/2023

Address Changed: 03/25/2020

Authorized Person(s) Detail

Name & Address

Title Ambassador

WO PARTNERS, LLC
4779 COLLINS AVENUE
MIAMI BEACH, FL 33140

Annual Reports

Report Year	Filed Date
2024	03/23/2024
2025	02/06/2025
2026	05/01/2026

05/01/2026 -- ANNUAL REPORT	View image in PDF format
02/06/2025 -- ANNUAL REPORT	View image in PDF format
03/23/2024 -- ANNUAL REPORT	View image in PDF format
03/22/2023 -- ANNUAL REPORT	View image in PDF format
04/18/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
03/11/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- CORLCRACHG	View image in PDF format
03/27/2019 -- ANNUAL REPORT	View image in PDF format
07/13/2018 -- LC Amendment	View image in PDF format
02/21/2018 -- Florida Limited Liability	View image in PDF format

[Previous on List](#) . [Next on List](#) . [Return to List](#)[Filing History](#)

Fictitious Name Search

Submit

Fictitious Name Detail

Fictitious Name

ACTION LABOR OF FLORIDA

Filing Information

Registration Number G18000039100
Status ACTIVE
Filed Date 03/23/2018
Expiration Date 12/31/2028
Current Owners 1
County PALM BEACH
Total Pages 2
Events Filed 1
FEI/EIN Number 82-4558588

Mailing Address

624 NOTTINGHAM BLVD
WEST PALM BEACH, FL 33405

Owner Information

WATERFIELD FLORIDA STAFFING, LLC
624 NOTTINGHAM BLVD
WEST PALM BEACH, FL 33405
FEI/EIN Number: 82-4558588
Document Number: L18000046941

Document Images

[03/23/2018 -- Fictitious Name Filing](#)

View image in PDF format

[09/29/2023 -- Fictitious Name Renewal Filing](#)

View image in PDF format

[Previous on List](#) . [Next on List](#) . [Return to List](#)[Filing History](#)

Fictitious Name Search

Submit

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # ITB26-039

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

100% Our firm maintains an
office within the City of Pompano Beach.

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

City of Pompano Beach - Business Tax Receipt
Valid fiscal year 2025-2026

3. Did you send written notices to Local Businesses?
Employment Placement Staffing Agency
service AND EMPLOYING pompano beach businesses/Residents

☐ 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?

N/A

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

N/A

\$ _____

\$ _____

\$ _____

8. Other comments: N/A

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number ITB26-039

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:

N/A
Our firm will not be utilizing a
local subcontractor.

at the following price: _____

5/21/2026
 (Date)

N/A
 (Print Name of Local Business Contractor)

 (Street Address)

 (City, State Zip Code)

BY: _____
 (Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

DUPLICATE



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2025 - 2026**

Business Tax Receipt Valid from: October 1, 2025 through September 30, 2026

4472272

5/7/2026

ACTION LABOR OF FLORIDA
1700 PALM BEACH LAKES BLVD
SUITE 900
WEST PALM BEACH FL 33401

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: WATERFIELD FLORIDA STAFFING LL
BUSINESS LOCATION: 2661 W ATLANTIC BL POMPANO BEACH FL

RECEIPT NO: 26-00102347
CLASSIFICATION EMPLOYMENT PLACEMENT STAFFING AGENCY

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

[Click Here](#)

Public License Information

[Renew](#)
License Number:

26-00102347

Location ID:

000014914

Business Control:

4472272

Business Information

Business Name:

ACTION LABOR OF FLORIDA

Business Address:

2661 W ATLANTIC BL POMPANO BEACH FL 33069

Mailing Address:

624 NOTTINGHAM BLVD WEST PALM BEACH FL 33405

Owner Name:

WATERFIELD FLORIDA STAFFING LL

Date Opened:

04/01/2020

Business Phone:

(561) 683-1211

Contractor Flag:
Federal Tax ID:

824558588

Type of Ownership:

LC

Status:

Active

Business Officers

Name	Title	Address 1	Address 2	City,State,Zip	Phone
+ CHASE, PAUL	CEO	624 NOTTINGHAM BLVD		WEST PALM BEACH FL 33405	561-723-0119

Showing 1 to 1 of 1 entries

License Information

Classification:

064-000 - EMPLOYMENT PLACEMENT STAFFING AGENCY

License Status, Date:

ACTIVE, 09/22/2025

Application Issue Date:

09/19/2025, 09/23/2025

License Valid Thru Date:

09/30/2026

Additional Requirements

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**Business Name:** WATERFIELD FLORIDA STAFFING
(ACTIONLABOR)**Receipt #:** 327-311984
Business Type: BUSINESS/FINANCIAL/CONSULTANT
(TEMPORARY STAFFING AGENCY)**Owner Name:** WATERFIELD FLORIDA STAFFING
Business Location: 2661 W ATLANTIC BLVD
PALM BEACH COUNTY
Business Phone: 561-683-1211**Business Opened:** 12/17/2020
State/County/Cert/Reg:
Exemption Code:**Rooms****Seats****Employees**

2

Machines**Professionals**

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

Receipt Fee

33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WATERFIELD FLORIDA STAFFING
1700 PALM BEACH LAKES BLVD
STE 900
WEST PALM BEACH, FL
33401-2011

Receipt # WWW-24-00310138
Paid 09/26/2025 3.30

2025 - 2026**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**Business Name:** WATERFIELD FLORIDA STAFFING
(ACTIONLABOR)**Receipt #:** 327-311984
Business Type: BUSINESS/FINANCIAL/CONSULTANT
(TEMPORARY STAFFING AGENCY)**Owner Name:** WATERFIELD FLORIDA STAFFING
Business Location: 2661 W ATLANTIC BLVD
PALM BEACH COUNTY
Business Phone: 561-683-1211**Business Opened:** 12/17/2020
State/County/Cert/Reg:
Exemption Code:**Rooms****Seats****Employees**

2

Machines**Professionals**

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

Receipt # WWW-24-00310138
Paid 09/26/2025 3.30

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	Waterfield Florida Staffing, LLC		
	2 Business name/disregarded entity name, if different from above. DBA Action Labor of Florida		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A (Applies to accounts maintained outside the United States.)
	5 Address (number, street, and apt. or suite no.). See instructions. 1700 Palm Beach Lakes Blvd. #900		Requester's name and address (optional)
	6 City, state, and ZIP code West Palm Beach, FL 33401		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

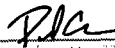
Social security number									
			-				-		
or									
Employer identification number									
8	2		-	4	5	5	8	5	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 23/01/2026
-----------	---	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

☒ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

☐ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

☐ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

☐ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

☐ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

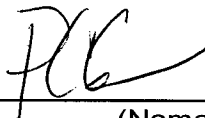
Or

☒ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

5-19-2026
(Date)

Waterfield Florida Staffing, LLC - DBA Action Labor
(Name of Firm)

BY: 
(Name)

DUPLICATE



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2025 - 2026**

Business Tax Receipt Valid from: October 1, 2025 through September 30, 2026

4472272

5/7/2026

ACTION LABOR OF FLORIDA
1700 PALM BEACH LAKES BLVD
SUITE 900
WEST PALM BEACH FL 33401

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: WATERFIELD FLORIDA STAFFING LL
BUSINESS LOCATION: 2661 W ATLANTIC BL POMPANO BEACH FL

RECEIPT NO: 26-00102347
CLASSIFICATION
EMPLOYMENT PLACEMENT STAFFING AGENCY

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

[Click/Go to:](#)

Public License Information

[Renew](#)
License Number:

26-00102347

Location ID:

000014914

Business Control:

4472272

Business Information

Business Name:

ACTION LABOR OF FLORIDA

Business Address:

2661 W ATLANTIC BL POMPANO BEACH FL 33069

Mailing Address:

624 NOTTINGHAM BLVD WEST PALM BEACH FL 33405

Owner Name:

WATERFIELD FLORIDA STAFFING LL

Date Opened:

04/01/2020

Business Phone:

(561) 683-1211

Contractor Flag:
Federal Tax ID:

824558588

Type of Ownership:

LC

Status:

Active

Business Officers

Name	Title	Address 1	Address 2	City,State,Zip	Phone
+ CHASE, PAUL	CEO	624 NOTTINGHAM BLVD		WEST PALM BEACH FL 33405	561-723-0119

Showing 1 to 1 of 1 entries

License Information

Classification:

064-000 - EMPLOYMENT PLACEMENT STAFFING AGENCY

License Status, Date:

ACTIVE, 09/22/2025

Application Issue Date:

09/19/2025, 09/23/2025

License Valid Thru Date:

09/30/2026

Additional Requirements

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**Business Name:** WATERFIELD FLORIDA STAFFING
(ACTIONLABOR)**Receipt #:** 327-311984
Business Type: BUSINESS/FINANCIAL/CONSULTANT
(TEMPORARY STAFFING AGENCY)**Owner Name:** WATERFIELD FLORIDA STAFFING
Business Location: 2661 W ATLANTIC BLVD
PALM BEACH COUNTY
Business Phone: 561-683-1211**Business Opened:** 12/17/2020
State/County/Cert/Reg:
Exemption Code:**Rooms****Seats****Employees**

2

Machines**Professionals**

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

Receipt Fee

33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WATERFIELD FLORIDA STAFFING
1700 PALM BEACH LAKES BLVD
STE 900
WEST PALM BEACH, FL
33401-2011

Receipt # WWW-24-00310138
Paid 09/26/2025 3.30

2025 - 2026**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**Business Name:** WATERFIELD FLORIDA STAFFING
(ACTIONLABOR)**Receipt #:** 327-311984
Business Type: BUSINESS/FINANCIAL/CONSULTANT
(TEMPORARY STAFFING AGENCY)**Owner Name:** WATERFIELD FLORIDA STAFFING
Business Location: 2661 W ATLANTIC BLVD
PALM BEACH COUNTY
Business Phone: 561-683-1211**Business Opened:** 12/17/2020
State/County/Cert/Reg:
Exemption Code:**Rooms****Seats****Employees**

2

Machines**Professionals**

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

Receipt # WWW-24-00310138
Paid 09/26/2025 3.30

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)																					
	Waterfield Florida Staffing, LLC																					
	2 Business name/disregarded entity name, if different from above.																					
	DBA Action Labor of Florida																					
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <table border="0"> <tr> <td>☐ Individual/sole proprietor</td> <td>☐ C corporation</td> <td>☐ S corporation</td> <td>☐ Partnership</td> <td>☐ Trust/estate</td> </tr> <tr> <td colspan="5"> ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S </td> </tr> <tr> <td colspan="5"> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. </td> </tr> <tr> <td colspan="5">☐ Other (see instructions)</td> </tr> </table>			☐ Individual/sole proprietor	☐ C corporation	☐ S corporation	☐ Partnership	☐ Trust/estate	☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S					Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.					☐ Other (see instructions)			
☐ Individual/sole proprietor	☐ C corporation	☐ S corporation	☐ Partnership	☐ Trust/estate																		
☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S																						
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.																						
☐ Other (see instructions)																						
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A <i>(Applies to accounts maintained outside the United States.)</i>																			
5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)																				
1700 Palm Beach Lakes Blvd. #900																						
6 City, state, and ZIP code																						
West Palm Beach, FL 33401																						
7 List account number(s) here (optional)																						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	2	-	4	5	5	8	5	8	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
		23/01/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Exhibit “C” – Cover Page

1. Insurance Requirements
2. Approved Insurance

WATERFIELD FLORIDA STAFFING, LLC DBA ACTION LABOR OF FLORIDA
EXHIBIT C – INSURANCE REQUIREMENTS

VENDOR/SERVICE PROVIDER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

VENDOR/SERVICE PROVIDER is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by VENDOR/SERVICE PROVIDER/, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by VENDOR/SERVICE PROVIDER under this Agreement.

Throughout the term of this Agreement, VENDOR/SERVICE PROVIDER and all subcontracted VENDOR/SERVICE PROVIDERS or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. **Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440.** VENDOR/SERVICE PROVIDER 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 as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from VENDOR/SERVICE PROVIDER's negligent acts or omissions in connection with VENDOR/SERVICE PROVIDER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- | | | |
|----|--|--|
| XX | comprehensive form | bodily injury and property damage |
| XX | premises - operations | bodily injury and property damage |
| XX | products/completed operations hazard | bodily injury and property damage combined |
| XX | contractual insurance | bodily injury and property damage combined |
| XX | broad form property damage | bodily injury and property damage combined |
| XX | independent VENDOR/SERVICE PROVIDER | personal injury |
| XX | personal injury | |
| XX | | |
| XX | sexual abuse/molestation | Minimum \$1,000,000 Per Occurrence and Aggregate |
| | ☐ This can either be a standalone abuse coverage,
or an affirmative coverage under the GL policy | |

Coverage should be:

- Primary and Non-Contributory

AUTOMOBILE LIABILITY:

(Only if the Vendor/Service Provider employees will travel to meetings onsite or project sites)

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

- | | |
|----|--------------------|
| XX | comprehensive form |
| XX | owned |
| XX | hired |
| XX | non-owned |

PROFESSIONAL LIABILITY (Errors and Omissions)

(If the Vendor/Service Provider makes professional mistakes in recruiting, screening, placing, or managing workers because of wrong credentials, poor advice, or failure to deliver what the contract promised).

This coverage must be provided for this type of scope.

- | | |
|----|---|
| XX | Minimum \$1,000,000 Per Claim |
| XX | Minimum \$1,000,000 Aggregate |
| | • Coverage must be maintained for at least 3 years after completion (if your standard contract requires it) |

EXCESS/UMBRELLA LIABILITY

Per Occurrence Aggregate

- | | | | | |
|-----|---------------------|-----------------------------------|-------------|-------------|
| XX_ | other than umbrella | bodily injury and property damage | \$1,000,000 | \$1,000,000 |
|-----|---------------------|-----------------------------------|-------------|-------------|

combined

The VENDOR/SERVICE PROVIDER agrees to maintain either a commercial umbrella or excess liability at a limit of liability not less than \$1,000,000 each occurrence and \$1,000,000 aggregate.

The VENDOR/SERVICE PROVIDER agrees to endorse the City as an additional insured on the commercial umbrella/excess liability, unless the commercial umbrella/excess liability provides coverage on a true follow-form basis, or the City is automatically defined as an additional protected person. The City's additional insured status or policy's follow-form type must be stated on the certificate of insurance provided to the City.

(3) If Professional Liability insurance is required, VENDOR/SERVICE PROVIDER agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. **Employer's Liability.** If required by law, VENDOR/SERVICE PROVIDER and all subcontracted VENDOR/SERVICE PROVIDERS shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. **Policies:** Whenever, under the provisions of this Agreement, insurance is required of the VENDOR/SERVICE PROVIDER, the VENDOR/SERVICE PROVIDER shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. **Insurance Cancellation or Modification.** Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. **Waiver of Subrogation.** VENDOR/SERVICE PROVIDER hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR/SERVICE PROVIDER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should VENDOR/SERVICE PROVIDER enter into such an agreement on a pre-loss basis.

G. Additional Insured Endorsements.

VENDOR/SERVICE PROVIDER agrees to endorse City as an additional insured on the commercial general liability with the CG 20 10 04 07 or GC 20 10 14 13/ Additional Insured on a primary and non-contributory basis. Additional Insured - City's Lessees, or VENDOR/SERVICE PROVIDER endorsement, or a similar endorsement providing equal or broader additional insured coverage, in addition to endorsing the City as an additional insured with the CG 20 37 14 13 Additional Insured – City's Lessees, or Contractors or VENDOR/SERVICE PROVIDER.