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Exhibit A - Original Agreement

ORDINANCE NO. 2016- 70

**CITY OF POMPANO BEACH
Broward County, Florida**

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

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

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

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

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

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

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

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of July, 2016.

PASSED SECOND READING this 26th day of July, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

5/24/16
L:ord/2016-212f

Orig. 24
16-33

City of Pompano Beach

SERVICE AGREEMENT

with

The Butler Group of South Florida, LLC

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SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement"), entered into this 29th day of July, 2016, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

THE BUTLER GROUP OF SOUTH FLORIDA, LLC, a Florida limited liability company d/b/a NEXTAFF (hereinafter "CONTRACTOR").

WHEREAS, the CITY issued Bid L-14-16 (the "Bid" attached hereto and made a part hereof as Exhibit 1) to provide and supervise school crossing guards at forty-eight (48) school crossings located within the City limits;

WHEREAS, in response to Bid L-14-16, the CITY received CONTRACTOR's Proposal, a copy of which is attached hereto and made a part hereof as Exhibit 2;

WHEREAS, in accordance with the terms and conditions set forth herein, CONTRACTOR is able and prepared to provide the services and insurance described in this Agreement; and

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings;

WHEREAS, the City Commission has determined that entering into this Agreement with CONTRACTOR is the best interest of the public.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, the CITY and CONTRACTOR agree as follows.

ARTICLE 1 REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to CONTRACTOR which CITY acknowledges CONTRACTOR has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. CONTRACTOR shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

B. Representations of The Butler Group of South Florida, LLC
CONTRACTOR makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. The Butler Group of South Florida, LLC is a Florida limited liability company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. CONTRACTOR's execution, delivery, consummation and performance under this Agreement will not violate or cause The Butler Group of South Florida, LLC to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

3. The individual executing this Agreement and related documents on behalf of The Butler Group of South Florida, LLC is duly authorized to take such action which action shall be, and is, binding on CONTRACTOR.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting The Butler Group of South Florida, LLC or its principals that CONTRACTOR is aware of which would have any material effect on CONTRACTOR's ability to perform its obligations under this Agreement.

5. CONTRACTOR represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all professional services furnished by CONTRACTOR and its employees, subcontractors or other agents under this Agreement will be the skill and care used by other professional school crossing guards and comparable to the best local and national standards.

7. CITY shall be entitled to rely upon the professional skills of CONTRACTOR or by others authorized by CONTRACTOR under this Agreement.

8. CONTRACTOR represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a courteous, dignified and reputable manner.

ARTICLE 2 NO ASSIGNMENT

This Agreement is not assignable and CONTRACTOR agrees it shall not sell, assign, transfer, merge, sublet or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by CONTRACTOR to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach which shall not be unreasonably withheld.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and 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.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

ARTICLE 3 TERM AND RENEWAL

The City hereby engages CONTRACTOR to provide the requisite school crossing guard services for a one (1) year term commencing August 17, 2016 and ending August 16, 2017, which shall be automatically renewed for four (4) additional one-year periods unless either party provides written notice via certified mail in accordance with Article 15 herein at least sixty (60) days prior to the end of any annual term.

In the event CONTRACTOR's service hereunder is scheduled to end because of the expiration of this Agreement, CONTRACTOR shall be required to continue service upon CITY's written request. The extension period shall not extend for more than ninety (90) days beyond expiration of the existing annual term and CONTRACTOR shall be compensated at the rate in effect when CITY invokes this extension clause.

ARTICLE 4 RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide all school crossing guard services at the forty-eight (48) locations specified in Exhibit 3 in accordance with this Agreement (the "Work"). Specifically, CONTRACTOR shall, at all times, perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure for the safety of the children and the

public in general. CONTRACTOR shall exercise its reasonable judgment in discharging its duties hereunder.

A. CONTRACTOR shall place the highest priority on health and safety and shall maintain a safe working environment during provision of its services hereunder. CONTRACTOR shall comply, and shall secure compliance by its employees, agents and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONTRACTOR.

CONTRACTOR shall be responsible for examining all such requirements and determining whether additional or more stringent environmental, health, safety and security provisions are required to provide the Work hereunder. CONTRACTOR agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

B. CONTRACTOR shall be responsible for hiring and managing its own employees to perform the Work hereunder. CONTRACTOR's staff shall be neat, clean, well-groomed, courteous and at least twenty one (21) years of age. CONTRACTOR shall obtain written approval from the CITY's Contract Administrator for all persons to be employed as crossing guards before such persons commence services hereunder. If CITY requests, CONTRACTOR agrees to remove any employee and substitute an acceptable person at that crossing post. CONTRACTOR shall be responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

C. CONTRACTOR shall provide CITY with a list of names and training dates of all guards, back-up guards, and field supervisors. Changes to the list shall be provided to the CITY within (48) forty eight hours after such change occurs.

D. Criminal Background Checks. CONTRACTOR, at its sole cost, shall conduct a State of Florida and national criminal background history check, including sexual predator and sexual offender checks, on all school crossing guards, back-up guards, supervisors and trainers proposed to provide services hereunder and provide the CITY's Contract Administrator proof of same prior to said individual(s) being allowed to perform the Work.

Guards, back-up guards, supervisors, and trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not perform Work hereunder without the express written consent of the CITY's Contract Administrator. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for said service(s) and may serve as grounds for termination of this Agreement.

CONTRACTOR shall mandate that all employees assigned to provide Work hereunder shall immediately report in writing any criminal charges brought against them. CONTRACTOR, upon receipt of such information, shall immediately notify the CITY's

Contract Administrator. At CONTRACTOR's sole cost, each summer prior to commencement of the new school year in August, annual criminal background history re-checks shall be required for all persons assigned to provide Work hereunder

E. CONTRACTOR shall be solely responsible for compensating its employees and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

F. CONTRACTOR shall promptly respond to complaints about its employees from the CITY and timely take appropriate disciplinary action as warranted by the circumstances.

G. CONTRACTOR shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. CONTRACTOR, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

H. CONTRACTOR shall give CITY prompt written notice of any accidents occurring at the school crossing locations during their scheduled Work hours which involve a student.

I. Training. CONTRACTOR shall be responsible to ensure that all persons employed as crossing guards receive proper training as required by law. CONTRACTOR may perform the training with its own staff if they are certified crossing guard trainers or sub-contract for certified training to meet this requirement.

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

CONTRACTOR shall provide at least one (1) training/re-training session per year which shall be attended by all of the CONTRACTORS employees or agents providing any Work hereunder. Any additional training, such as training of new employees throughout the school year, shall be CONTRACTOR's sole responsibility.

J. Schedule Of Service. Although it is anticipated that (58) fifty-eight school crossing guards shall be required for each school day, CONTRACTOR acknowledges and agrees this is just an estimate and the designated City representative shall keep CONTRACTOR informed as to the exact number of school crossing guards that will be required at any one time.

CONTRACTOR shall be required to provide coverage at the locations set forth in Exhibit 3 for a total of approximately 210 days per year. In addition, CITY reserves the right to increase or decrease the number of crossing locations to be staffed and CONTRACTOR agrees to be flexible and provide guards for the hours needed on the instructions of appropriate CITY personnel.

A minimum of four (4) hours daily coverage (which will vary slightly with each school) shall be scheduled so that guards are available to provide school crossing services one (1) hour before the start of the designated school and one-half (½) hour after the close of the designated school.

K. Daily Field Supervision. CONTRACTOR shall provide three (3) experienced field supervisors overseeing the Work at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. The CONTRACTOR's field supervisor(s) shall be responsible to ensure that all crossing posts are properly staffed at all times as required by CITY.

L. Guard Back Up. CONTRACTOR shall provide each working school crossing guard with the name and telephone number of a back-up in case the working guard cannot be at their post. CONTRACTOR shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

M. Twenty-Four (24) Hour Answering Service. CONTRACTOR shall provide a 24-hour answering service for its employees providing Work hereunder. CONTRACTOR agrees to implement the policy set forth in this paragraph to ensure a back-up crossing guard will cover an assigned crossing if the assigned guard cannot be at his/her assigned post during non-working hours when the field supervisor is not on duty. Specifically, the working guard shall first contact his/her back-up and then the answering service who shall in turn contact CONTRACTOR who shall ensure that the back-up guard or another qualified replacement will be on duty at the assigned crossing post.

N. Equipment. CONTRACTOR shall be responsible to supply all equipment necessary for the crossing guards to perform their duties, including, but not limited to the following equipment for each guard: a hand-held retroreflective stop sign, a fluorescent and retroreflective safety vest, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the responsibility of CONTRACTOR who shall also provide all other equipment that may be required.

O. Personnel Removal/Reassignment/Substitution. CITY reserves the right to require CONTRACTOR to immediately remove any employee CITY deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Work is not in the CITY's best interest and substitute same with a mutually acceptable replacement.

P. Transition from Existing Contract. CONTRACTOR agrees to provide offer first consideration for any available crossing guard work under this Agreement to persons currently employed as crossing guards under its previous contract with CITY.

ARTICLE 5 RESPONSIBILITIES OF CITY

A. The CITY's Recreation Program's Administrator, or such other person properly designated by the City Manager, shall be responsible for enforcement of this Agreement. In the event any violation is reported, the CITY's Recreation Program's Administrator shall investigate same and report the findings to the City Manager who has sole discretion to take action and make recommendations as deemed necessary. The City Manager's actions and recommendations pursuant to this Article shall be final and binding on CONTRACTOR.

B. CITY shall inform CONTRACTOR of the specific dates when service will be required hereunder when the school schedule is made available by the School Board of Broward County.

ARTICLE 6 COMPENSATION AND METHOD OF PAYMENT

A. CITY shall compensate CONTRACTOR for its provision of services hereunder for the first annual term for a grand total of \$ 571,725.00 as set forth below.

Hourly rate for crossing guards and field supervisors: \$ 10.89

3 field supervisors x \$ 10.89/hr. x 6 hrs./day x 210 school days/yr. = \$ 41,164.20

58 guards x \$ 10.89/hr. x 4 hrs./day x 210 school days/yr. = \$ 530,560.80

GRAND TOTAL \$ 571,725.00

The foregoing hourly charge shall include all costs for labor, equipment, supervision, insurance, and any other costs incurred by CONTRACTOR and remain firm for the initial annual term and consistent throughout the school year except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to CONTRACTOR's employees; no administrative or overhead costs of any kind shall be added to such increase. Thereafter, any extensions which may be approved by the CITY shall be subject to an adjustment only if increases or decreases occurs throughout the local industry as determined pursuant to changes in the State of Florida and Federal Minimum Wage Rates and the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) or the CPI, whichever is lower.

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

CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, considered excessive, or if decreases are considered insufficient. In the

event CITY does not wish to accept the adjusted costs and the matter cannot be resolved to CITY's satisfaction, this Agreement may be cancelled with ninety (90) days written notice or it may not be renewed for the additional optional renewal period(s).

B. Invoices. CITY shall accept invoices no more frequently than once per week and identify the nature of the services performed. Specifically, each invoice shall be accompanied by a time sheet detailing all employee time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked. CITY shall pay in full all invoices within twenty (20) days of receipt of the invoice except for any disputed or questions line items. CITY shall notify CONTRACTOR within fifteen (15) days of receipt of invoice of any disputed line items. CONTRACTOR shall timely prepare verification data for the amount claimed and provide complete cooperation during such investigation.

An original invoice plus one copy of the timesheet is due within fifteen (15) days of the end of the month except the final invoice, which must be received no later than sixty (60) days after this Agreement expires.

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

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

C. CITY shall pay a maximum of four (4) hours per school day for each school crossing guard and six (6) hours per school day for each supervisor. CONTRACTOR agrees that CITY shall not be responsible to pay for training hours.

ARTICLE 7

ACCOUNTING, RECORDKEEPING AND PUBLIC RECORDS PROCEDURES

A. Daily Time Sheets. CONTRACTOR shall maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log shall be submitted to CITY weekly.

B. CONTRACTOR shall be required to use accounting methods and procedures in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article.

CITY shall have the right to audit the books, records and accounts of CONTRACTOR and CONTRACTOR's subcontractor's that are related to this Agreement. CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times

for examination and audit by CITY in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement. CONTRACTOR and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR and its subcontractors shall make same available at no cost to CITY.

C. CONTRACTOR shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of five (5) years after its termination or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of the audit findings.

CONTRACTOR shall retain any and all records relating to the operation pursuant to this agreement for a period of five (5) years from the date of final payment under this agreement, or as otherwise required by applicable laws including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. These records shall include, but not be limited to, Florida State sales tax returns, federal payroll tax returns and all supporting payroll records, bank statements, canceled checks and any other records requested by the CITY's Internal Auditor.

D. Incomplete and incorrect entries in CONTRACTOR's records will be grounds for the CITY's allowance of any fees based upon such entries as well as termination of this Agreement.

E. The City reserves the right to request to review CONTRACTOR's audited financial statement, bank references, and other business references.

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

5. 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

ARTICLE 8

CONTRACTOR'S INDEMNIFICATION OF CITY

A. CONTRACTOR shall at all times indemnify, hold harmless and defend the CITY and its authorized agents hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities of whatsoever kind arising directly or indirectly out of or in connection with CONTRACTOR's provision of services hereunder whether same occurs or the cause arises on or away from the school crossing locations. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by CONTRACTOR for any causes of action it has or may have for breaches or defaults by the CITY under this Agreement.

B. CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR. The parties agree that one percent (1%) of the total compensation provided to CONTRACTOR by CITY shall constitute specific consideration to CONTRACTOR for the indemnification provided under this Article.

C. CONTRACTOR acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the school crossing locations and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of CONTRACTOR's presence and occupancy at the crossing posts.

D. The indemnification provisions of this Article shall survive the termination or expiration of this Agreement in accordance with all applicable statutory limitations on actions.

ARTICLE 9 INSURANCE

CONTRACTOR shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 4.

ARTICLE 10 INDEPENDENT CONTRACTOR

Both CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and not a CITY employee. CONTRACTOR shall have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Regardless of CONTRACTOR's request, actual or implied consent, neither CONTRACTOR nor any of its employees or agents hereunder shall be deemed an employee or agent of the CITY nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate by written or oral communication to CONTRACTOR or any of its employees or agents, that they believe CONTRACTOR or any of its employees or agents are employees or agents of the CITY, CONTRACTOR shall use its best efforts to correct that mistaken belief.

ARTICLE 11 DEFAULT AND DISPUTE RESOLUTION

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 15 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after written notice of same and is continuing, either party may appeal in writing to the City Manager in accordance with Article 15 herein.

Upon receipt of said written appeal or demand, the City Manager may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the ten (10) day advance written notice provision set forth in Article 12 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by CONTRACTOR.

ARTICLE 12 TERMINATION

A. Termination for Cause. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 15, ten (10) calendar days to cure said default or breach, and either party may avail itself of the informal Default and Dispute Resolution Procedures set forth in Article 11 or seek other remedies as provided hereunder or by law. CITY may withhold any payments due to the Contractor for the purpose of setoff until the amount of damages due the City from the Contractor is determined.

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

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

B. Termination for Convenience of City. Upon thirty (30) calendar days written notice delivered to CONTRACTOR by certified mail, return receipt requested, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the CITY's best interest. Where the Agreement is terminated for the CITY's convenience, the notice of termination to

CONTRACTOR shall state so and also define the extent of the termination. Upon receipt of such notice, CONTRACTOR shall promptly discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall be responsible to pay CONTRACTOR for any Work performed to CITY's satisfaction through the termination date specified in the notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY for CITY's right to terminate this Agreement for convenience, the receipt and adequacy of which CONTRACTOR hereby acknowledges.

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

ARTICLE 13 NO DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations hereunder, including compliance with the Americans with Disabilities Act. In addition, CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR's compliance with the foregoing non-discrimination provisions are express conditions hereof and any failure by CONTRACTOR to so comply shall be a breach of this Agreement and the CITY may exercise any right as provided herein and as otherwise provided by law.

ARTICLE 14 PUBLIC ENTITY CRIMES ACT

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

paid by CITY pursuant to this Agreement and may result in debarment from CITY's competitive procurement activities.

ARTICLE 15 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 86-4113 fax

For CONTRACTOR:

Buffy A. Butler, Managing Member
The Butler Group of South Florida, LLC
3810 Inverrary Boulevard, Suite 205
Lauderhill, FL 33319
bbutler@nextaff.com
(954) 733-0777 office
(954) 733-0444 fax

ARTICLE 16 GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and CONTRACTOR submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 17
CONTRACT ADMINISTRATOR

The CITY's Recreation Program Administrator or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

Unless otherwise provided for in writing Buffy Butler shall serve as CONTRACTOR's Contract Administrator during the performance of Work hereunder.

ARTICLE 18
NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of CONTRACTOR's breach or violation of this Article, the CITY shall have the right to terminate this Agreement without liability and, at the CITY's sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 19
ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 20
FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God 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 CITY or CONTRACTOR are unable to perform, or are delayed in their performance of any obligations under this Agreement 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.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 21 WAIVER AND MODIFICATION

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

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

CITY and CONTRACTOR may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. 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.

ARTICLE 22 MISCELLANEOUS TERMS AND CONDITIONS

A. In case there is conflict between the terms of RFP L-13-16 (Exhibit 1), CONTRACTOR's Proposal (Exhibit 2), and this Agreement, the terms of this Agreement shall prevail.

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

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

D. Conflict of Interest. Neither CONTRACTOR nor any its employees or other agents hereunder shall have or hold any continuing or frequently recurring employment or

contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance hereunder.

CONTRACTOR further agrees that none of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this paragraph shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section.

E. Schedule and Delays. Time is of the essence in this Agreement. CONTRACTOR affirms that it believes the Work schedule hereunder to be reasonable, however, the parties acknowledge that the schedule may be modified as the CITY directs.

F. Limitation of Liability. CITY desires to enter into this Agreement only if in so doing it can place a limit on its liability for any cause of action for money damages due to CITY's alleged breach of this Agreement so that its liability for any such breach never exceeds the sum of \$1,000. Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR hereby agrees that the CITY shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the CITY to CONTRACTOR pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in Article 768.28, Florida Statutes.

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

H. No person convicted of any offense involving moral turpitude or a felony shall be employed or utilized by CONTRACTOR to provide services hereunder.

I. The CITY reserves the right to approve or reject, for any reason, any of CONTRACTOR's staff hereunder. Criminal background checks for all persons providing services on CONTRACTOR's behalf under this Agreement shall be required and also paid for by CONTRACTOR. No employee or agent of CONTRACTOR shall be authorized to provide services hereunder unless and until the CITY has provided its written approval of such person(s).

J. CONTRACTOR understands and agrees that CITY shall not be liable for any damage or injury by water which CONTRACTOR may sustain in its performance hereunder or for any other damage or injury resulting from CONTRACTOR's carelessness, negligence or improper conduct or by reason of the breakage, leakage, or obstruction of water.

K. The CITY has established a Small Business Enterprise Program and a Local Business Program and encourages CONTRACTOR to seek small and local business participation in its procurement of goods and services hereunder.

ARTICLE 23 SEVERABILITY

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

ARTICLE 24 APPROVALS

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

ARTICLE 25 ABSENCE OF CONFLICTS OF INTEREST

CONTRACTOR represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. CONTRACTOR further represents no person having any interest shall be employed or engaged by it for said performance.

CONTRACTOR shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence CONTRACTOR's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that CONTRACTOR intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by CONTRACTOR.

ARTICLE 26 BINDING EFFECT

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

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

ARTICLE 28
DRUG FREE WORKPLACE

CONTRACTOR acknowledges and agrees that it shall at all times operate a “Drug Free Workplace” as outlined in Florida Statute, Section 287.087.

ARTICLE 29
ENTIRE AGREEMENT AND INTERPRETATION

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

Regardless of which party or party’s counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and CONTRACTOR and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Norway

By: [Signature]
LAMAR FISHER, MAYOR

Christine Kendel

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of July, 2016, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"CONTRACTOR"

Witnesses:

**THE BUTLER GROUP OF SOUTH FLORIDA,
LLC**, a Florida limited liability company

Jonathan Nasser
Karlyn Kerr

By: Buffy A. Butler

Buffy A. Butler, Managing Member

STATE OF FLORIDA
COUNTY OF BROWARD

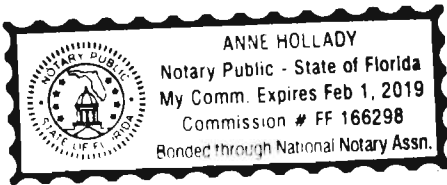
The foregoing instrument was acknowledged before me this 24 day of June, 2016, by Buffy A. Butler, Managing Member of The Butler Group of South Florida, LLC, a Florida limited liability company. She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 166298
Commission Number



L:agr/recr/2016-846f
6-22-16

Exhibit 1

Crossing Guard Agreement

The Butler Group

Bid L-14-16



Names of Commrs.	M	S	V Y	V N

CITY COMMISSION MEETING MINUTES

March 8, 2016

PAGE 51

REGULAR ITEMS - CONTINUED

Mayor Fisher responded that the Commission has requested the updates from staff.

Mayor Fisher asked Horacio Danovich, CIP Manager if all the easements from the property owners have been completed.

Mr. Danovich replied that they are all completed.

Comr. Phillips commented that as these things are done he would like to include his stand of "me too."

Comr. Moss asked for an explanation on a Manager-at-Risk contract.

Mr. Danovich responded that there are different ways of managing a project. Therefore, a construction manager-at-risk is retained for the purposes of being an extension of the City. So, the manager-at-risk would be responsible to do the purchasing, bidding and finding of the contractors instead of the City. In sum, they do the research to find the best prices and products for the City as it relates to suppliers, subcontractors, electrical, irrigation, landscape, and so forth. Thereafter, he/she would present these to the City for final decisions.

Comr. Moss asked how many contractors bid on this contract.

Mr. Sfiropoulos replied that there were seven (7) which were shortlisted to three (3) and Burkhardt ranked the highest.

TIME 03:04:38

ITEM 25

Approval to award Bid L-14-16, School Crossing Guard Service, to the lowest responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff, for an annual contract, at an estimated cost of \$571,725.00 per year.

CITY COMMISSION MEETING MINUTES

March 8, 2016

PAGE 52

REGULAR ITEMS - CONTINUED

MOTION: To award Bid L-14-16 to the lowest responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff

Mark Beaudreau, Recreation Programs Administrator, indicated that staff is seeking Commission's approval of the Bid with the Butler Group of South Florida LLC, who is the current provider of the service.

Tom Terwilliger, 3160 Northwest 1st Avenue, Pompano Beach, FL, is aware that in the past the City has paid for the school crossing guards. However, at some time the City needs to decide to separate the expenses of the School Board versus the expenses of the citizens of Pompano Beach. Therefore, he wondered if this would be the time to "draw the line in the sand" and get the school board to pay for the school crossing guards.

Mayor Fisher noted that the school board is not going to pay for it. Therefore, at this particular time the City has decided to protect its children from crossing the dangerous roads.

Delores Bullard, 212 North Flagler Avenue, Pompano Beach, FL, thinks the City should be responsible for the children who have to cross the streets and it is a wonderful thing that the City is doing.

Comr. Dockswell indicated that if the City ever wanted to "draw a line in the sand" it should not be on the school crossing guards because they are outside of the school building and are on the City streets.

Mayor Fisher thanked Ms. Butler for utilizing 87% of Pompano Beach residents as employees of her organization.

Names of Comms.	M	S	V Y	V N
<u>ROLL CALL</u>				
Dockswell			X	
Hardin	X		X	
Moss			X	
Phillips		X	X	
Burrie			X	
Fisher			X	

Meeting Date: 3/8/16Agenda Item 25

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution ☒ Consideration/Discussion PresentationSHORT TITLE Approval to award Bid L-14-16, School Crossing Guard Service, to the lowest responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff, for an annual contract, at an estimated cost of \$571,725.00 per year.

Summary of Purpose and Why:

Bid L-14-16 was issued to establish an annual contract for the provision of school crossing guard services. The contractor will provide all necessary training, supervision, and personnel required to staff crossing locations throughout the City. Bid award is recommended to the lowest responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff. The contract period is one year, commencing August 18, 2016, with contract renewal possible as stated in the bid specifications. Based on the estimated number of hours required per year, and the hourly rates, annual expenditures from this contract may total \$571,725.00. This solicitation was assigned a voluntary 5% Local Business participation goal, and a 5% Small Business Enterprise participation goal; the recommended bidder is a certified SBE firm, and did not indicate Local Business participation; however, forty two (42) of the forty eight (48) (87%) employees assigned to the current Nextaff crossing guard service contract are Pompano Beach residents. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
 (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator 954 786-4191
 (3) Expiration of contract, if applicable: n/a
 (4) Fiscal impact and source of funding: Approximately \$571,725 per year, from account 001-9910-599.31-60, General Fund / Non-Departmental / Other Professional Services.

DEPARTMENTAL COORDINATION

Parks & Recreation

General Services

Finance

Budget

DATE

2-24-162/25/162/25/162/26/16

DEPARTMENTAL RECOMMENDATION

ApproveApproveApproveApprove

DEPARTMENTAL HEAD SIGNATURE

[Signature][Signature][Signature][Signature]☒ City Manager

ACTION TAKEN BY COMMISSION:

Ordinance

1st Reading

Resolution

1st Reading

Consideration

Results:

Workshop

Results:


2nd Reading


MEMORANDUM

Purchasing #16-050

February 22, 2016

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director 

From: Cassandra LeMasurier, Purchasing Supervisor 

Subject: Award Bid L-14-16, School Crossing Guard Service

Contract Need/Background

Bid L-14-16 was issued to establish an annual contract for the provision of school crossing guard services. The awarded contractor will be responsible for providing fifty eight (58) crossing guards and three (3) field supervisors for school crossings each school day, and for providing all necessary equipment, training, and supervision. The Recreation Programs Director recommends the contract be awarded to The Butler Group of South Florida LLC d/b/a Nextaff, the lowest responsive and responsible bidder. The Butler Group of South Florida LLC d/b/a Nextaff is the current vendor for this contract. Forty two (42) of the forty eight (48) school crossing guards assigned to the City of Pompano Beach contract are Pompano Beach residents.

Attached you will find copies of the memorandum and bid award recommendation form submitted by the Parks & Recreation Department, copies of the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books. The General Services Department conducted outreach to eight (8) Pompano Beach staffing companies to notify them of this bid opportunity.

Number of firms responding with complete bids.....6

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page and sent to all registered bidders by email.

Purchasing #16-050

Page 2

February 22, 2016

Funding

The total annual value of this contract, based on the hourly rates bid, and the estimated hours per year required, is \$571,725.00. Expenditures for crossing guard service will be charged to account 001-9910-599.31-60, General Fund / Non-departmental / Other Professional Services.

Award Recommendation

After reviewing the responses to this bid with the Parks & Recreation Department, it is recommended that a one-year contract award be made to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff at the hourly rates bid. The contract period will be one (1) year, commencing August 18, 2016, with four (4) additional one-year (twelve month) automatic renewals subject to the terms and conditions contained in the bid specifications. This solicitation was assigned a voluntary 5% Local Business participation goal, and a 5% Small Business Enterprise participation goal; the recommended bidder is a certified SBE firm, and did not indicate Local Business participation, however 87% of the employees assigned to the current Nextaff crossing guard services contract are Pompano Beach residents.

enclosures

cc: file

MEMORANDUM

Parks and Recreation

To: Otis Thomas, General Services Director

From: Missy Kitts, Recreation Manager *MK*

Thru: Mark Beaudreau, Recreation Programs Administrator *mb*

Date: February 11, 2016

RE: Award to Bid # L-14-16, School Crossing Guard Service

Bid #L-14-16 was issued to establish a contract for the provision of School Crossing Guard Services since the current agreement will expire on August 17, 2016. The Parks, Recreation and Cultural Arts Department recommends the lowest, responsive bidder for School Crossing Guard Services for an annual contract of \$571,725.00 be awarded to The Butler Group of South Florida, LLC d/b/a Nextaff. The contract period is one year, commencing August 18, 2016, with an automatic renewal possible as stated in the bid specifications. The contractor will provide all necessary training, supervision, and personnel required to staff crossing locations throughout the City.

Please prepare an Agenda item to the City Commission for approval of the bidder at the next Commission meeting, the funding for these services will be available from Other Professional Services 001-9910-599-31-60.

Please contact me if there are any questions or concerns.

Thank you in advance.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassie LeMasurier Date February 3, 2016
To: Parks & Recreation Department Attn.: Missy Kitts
Subject: Bid No. L-14-16 Item/service: School Crossing Guard Service

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 001-9910-599-3160

Title: Other Professional Services

2. RECOMMENDATION:

(a) Which bidder do you recommend?

The Butler Group of South Florida, LLC d/b/a Nextaff

(b) Is the recommended bid the lowest bid received?

Yes x No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes No Not applicable for this bid X

Signature: *Mark A. Beach* Date: 2-12-16

Title: ~~Parks & Recreation Director~~ Recreation Programs Director
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: L-14-16 Title: School Crossing Guard Service
 Date 2/3/2016

Bidder:	Action Labor of Florida/Staffing Connection 6555 N. Powerline Road #306 Ft. Lauderdale, FL 33309	American Guard Services, Inc. 1299 E. Artesia Blvd. #200 Carson, CA 90746	Digos Enterprises LLC 2010 N.W. 1st Terrace Pompano Beach, FL 33060
Hourly rate for crossing guard:	\$11.09	\$12.24	\$11.95
Hourly rate for field supervisor:	\$11.09	\$13.24	\$11.95
Estimated annual cost to the City:	\$582,225.00	\$646,380.00	\$627,375.00
SBE goal 5%, forms submitted:	No SBE participation	No SBE participation	Bidder is a certified SBE firm
Local Business goal 5%, forms submitted:	No Local participation	No Local participation	Bidder is a Local business
Notes:			Company has not provided School Crossing Guard Services in

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: L-14-16 Title: School Crossing Guard Service
 Date 2/3/2016

Bidder:	Elite Tactical Security, Corp. 8140 SW 24th Place Mirimar, FL 33025	Kemp Group International Corporation 2111 S.W. 60th Way Miramar, FL 33023	The Butler Group of South Florida, LLC d/b/a Nextaff 3810 Inverrary Blvd., Suite 205 Lauderhill, FL 33319
Hourly rate for crossing guard:	\$15.00	\$15.50	\$10.89
Hourly rate for field supervisor:	\$16.00	\$15.50	\$10.89
Estimated annual cost to the City:	\$791,280.00	\$813,750.00	\$571,725.00
SBE goal 5%, forms submitted:	Bidder will subcontract to SBE/MBE firm approximately 20%	Bidder is a certified SBE firm	Bidder is a certified SBE firm
Local Business goal 5%, forms submitted:	No Local participation	No Local participation	No Local participation
Notes:	Company has not provided School Crossing Guard Services in the		



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

BID L-14-16 - SCHOOL CROSSING GUARD SERVICE

January 4, 2016

The City of Pompano Beach is currently soliciting bids to establish a contract for the provision of School Crossing Guard Service. Bids will be received until **2:00 p.m. (local), February 3, 2016** in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

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

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

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

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

B. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Bid

solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

C. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

D. Contract Period

The initial contract period shall commence August 17, 2016 and ending August 16, 2017. The contract shall be automatically renewed for four (4) additional one-year (twelve month) periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when the City invokes this extension clause.

E. Basis of Award

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

The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include an inspection of a bidder's facilities, evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to perform the contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have

sufficient capacity to fulfill the contract requirements of providing school crossing guard services in the City of Pompano Beach, Broward County, Florida, as specified herein.

F. Cost Adjustment

The hourly charge offered and accepted must remain firm for the initial one (1) year contract period, and shall remain consistent throughout the actual school year, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase. Please consider this when providing your pricing for this bid.

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

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

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

G. Insurance

CONTRACTOR 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. Proof of the insurance coverage required hereunder shall be provided as part of this bid. The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. No contractor or sub-contractor shall commence work under this agreement without the minimal insurance set forth herein, nor without the approval by the City of Pompano Beach Risk Manager. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a

letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his 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. Policies shall be issued by companies authorized to conduct business in Florida who have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best.

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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement. CONTRACTOR shall not continue Work pursuant to this Contract unless all required insurance remains in full force and effect.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors 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, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance.
 - (1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - (2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Bidder Name _____

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
___ explosion & collapse hazard	
___ underground hazard	
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 contractors	personal injury
XX personal injury	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of 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. CONTRACTOR and all subcontractors 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 CONTRACTOR, the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. Notice of Claims. CONTRACTOR and all subcontractors shall notify the City's Risk Manager in writing within thirty (30) days of any notice of a potential claim or the filing of a claim relating to the Work being performed for the City.

H. Termination for Cause

If, through any cause, the Contractor shall ~~fail to fulfill~~ in a timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the provisions of this agreement, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Contractor liable for **any** damages caused to the City by reason of such default and termination. The City may withhold any payments due to the Contractor for the purpose of setoff ~~until~~ the amount of damages due the City from the Contractor is determined.

I. Qualifications

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

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

Contractor must provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City within (48) forty eight hours.

Criminal Background History Check: The Contractor, at no cost to the City, must conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor must provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract. Guards, back-up guards, supervisors, and trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor must provide the Contract Administrator with the results of the criminal background history check prior to employment. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and may serve as grounds for termination of the Contract. Contractor must mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon

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

J. Daily Time Sheets

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

K. Invoices

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

L. Training

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

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

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

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

M. Schedule Of Service

It is anticipated that (58) fifty-eight school crossing guards will be required for each school day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time.

The Contractor shall be required to provide coverage at the (48) forty-eight school crossings, located within the City limits. See Exhibit "A" for list of locations. The City reserves the right to increase or decrease the number of crossing locations to be staffed. The Contractor must be flexible and provide guards for the hours needed on the instructions of appropriate City personnel.

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

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

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

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

N. Daily Field Supervision

The Contractor shall provide three (3) experienced field supervisors overseeing the operations at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City.

O. Guard Back Up

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

P. Twenty-Four (24) Hour Answering Service

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

Q. Equipment

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

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

R. School Year Schedule

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

S. Personnel Removal/Reassignment/Substitution

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

T. Transition from Existing Contract

It is the City's desire that the successful contractor coordinate with the current contractor to offer the persons currently employed as crossing guards first consideration for any available crossing guard work in accordance with the successful contractor's employment terms and conditions.

U. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The

definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

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

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

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

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

V. Local Business Program

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov.

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms

Bidder Name _____

responding **must return** a response of participation or non-participation in order to be considered for bid evaluation purposes.

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

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SECTION II - GENERAL CONDITIONS

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

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

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

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

4. Prices to be Firm

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

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

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

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

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

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Facilities

The City reserves the right to inspect the bidder's facilities at any time, without prior notice.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. Bid Tabulations
- Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a):
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

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

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

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

33. Invoicing/Payment

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

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

Bidder Name _____

SECTION III - PROPOSAL

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

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

Hourly rate for crossing guard: \$ _____

Hourly rate for field supervisor: \$ _____

Estimated annual cost to the City:

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

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

GRAND TOTAL \$ _____

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

No ____ Yes ____ Name & position _____

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

Yes, bidder has a drug-free workplace program ____ No ____

Name & address of company submitting bid:

.....

.....

..... zip

Federal Employer Identification #:

Bidder Name _____

Telephone number:

"Fax" number:

Email address:

Acknowledgment of the following Addenda is noted:

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

Manual signature of company officer:

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

Signer's name (typed or printed):

Title of signer:

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

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

YES _____ NO _____

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

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

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

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

YES _____ NO _____

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

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

YES _____ NO _____

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

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

6. Who will provide crossing guard training?

_____ your firm _____ a subcontractor

Name(s) of trainers: _____

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

EXHIBIT A

CROSSING LOCATIONS

Charles Drew Elementary6:45 to 8:003:00 to 3:30

NW 9th Court/NW 27th Avenue

NW 9th Street/NW 30th Avenue

Cresthaven Elementary6:35 to 7:501:50 to 2:20

NE 6th Avenue/NE 24th Street

NE 6th Avenue/NE 25th Street

NE 7th Terrace/NE 25th Street

NE 8th Terrace/NE 25th Court

Cypress Elementary6:45 to 8:203:20 to 3:50

900 S Cypress Road

SW 3rd Avenue(Midblock)/SW 8th Street

SW 6th Street/S Dixie Highway

SW 6th Street/S Dixie Highway

Racetrack Road/S Dixie Highway

Racetrack Road/S Dixie Highway

Crystal Lake Middle8:20 to 9:304:00 to 4:30

NE 3rd Avenue/NE 33rd Street(Ped Light)

NE 3rd Avenue/NE 39th Street

NE 3rd Avenue/Copans Road

NE 3rd Avenue/Copans Road

NE 3rd Avenue/Sample Road

NE 3rd Avenue/Sample Road

NE 33rd Street/N Dixie Highway

NE 33rd Street/N Dixie Highway

Sample Road/N Dixie Highway

Sample Road/N Dixie Highway

Markham Elementary

6:45 to 8:10

3:10 to 3:40

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

McNab Elementary

7:00 to 8:00

2:00 to 2:30

1350 SE 9th Avenue
<u>Saint Coleman</u>
<u>7:00 to 8:00</u>
<u>2:00 to 3:15</u>
SE 9th Avenue/McNab Road
S Federal Highway/McNab Road
S Cypress Road/McNab Road

Norcrest Elementary

7:00 to 8:00

2:00 to 2:30

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

Palmview Elementary

6:30 to 7:50

2:50 to 3:20

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

Pompano Beach Elementary

6:45 to 7:45

2:45 to 3:15

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

Pompano Beach Middle

8:10 to 9:15

3:45 to 4:15

1000 N Dixie Hwy(NW 10th Street/Dixie)
NE 5th Avenue/NE 6th Street
NE 6th Street/N Federal Highway
NE 6th Street/N Dixie Highway
NE 11th Avenue/E Atlantic Boulevard
NE 11th Avenue/E Atlantic Boulevard
S Cypress Road/E Atlantic Boulevard
S Cypress Road/E Atlantic Boulevard

Sanders Park Elementary

6:30 to 8:00

2:00 to 2:30

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

Small Business Enterprise Goal and Forms

SBE GOAL ANNOUNCEMENT

BID # L-14-16

The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The SBE criteria being used is as stated in FSS 288.703. As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

Bidders are encouraged to participate in the City of Pompano Beach's Voluntary SBE Program by including as part of their bid package the SBE Participation Form (Exhibit "A"); and the Letter of Intent Form (Exhibit "B").

Bidders who are unable to meet the recommended voluntary goals should also provide the SBE Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended, voluntary goals for this bid are 5% for Small Business Enterprises.

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____

Contractor's Name: _____

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

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

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

SBE EXHIBIT "A"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

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

Said SBE CONTRACTOR(s):

_____ Did not bid in response to the invitation

_____ Submitted a bid which was not the low responsible bid

_____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORT

BID # _____

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

3. Did you send written notices to SBEs?

_____ Yes _____ No

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

4. Did you advertise in local publications?

_____ Yes _____ No

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

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

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

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

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

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

Local Business Program Goals and Forms

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

BID # _____

The City of Pompano Beach is strongly committed to ensuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services.

Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended voluntary goal for this bid is 5% for Local Businesses.

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Bid Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

Bidder Name _____

Bid Number_____

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

[illegible]

BY: _____

Initial

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

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

Said Local Businesses:

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

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

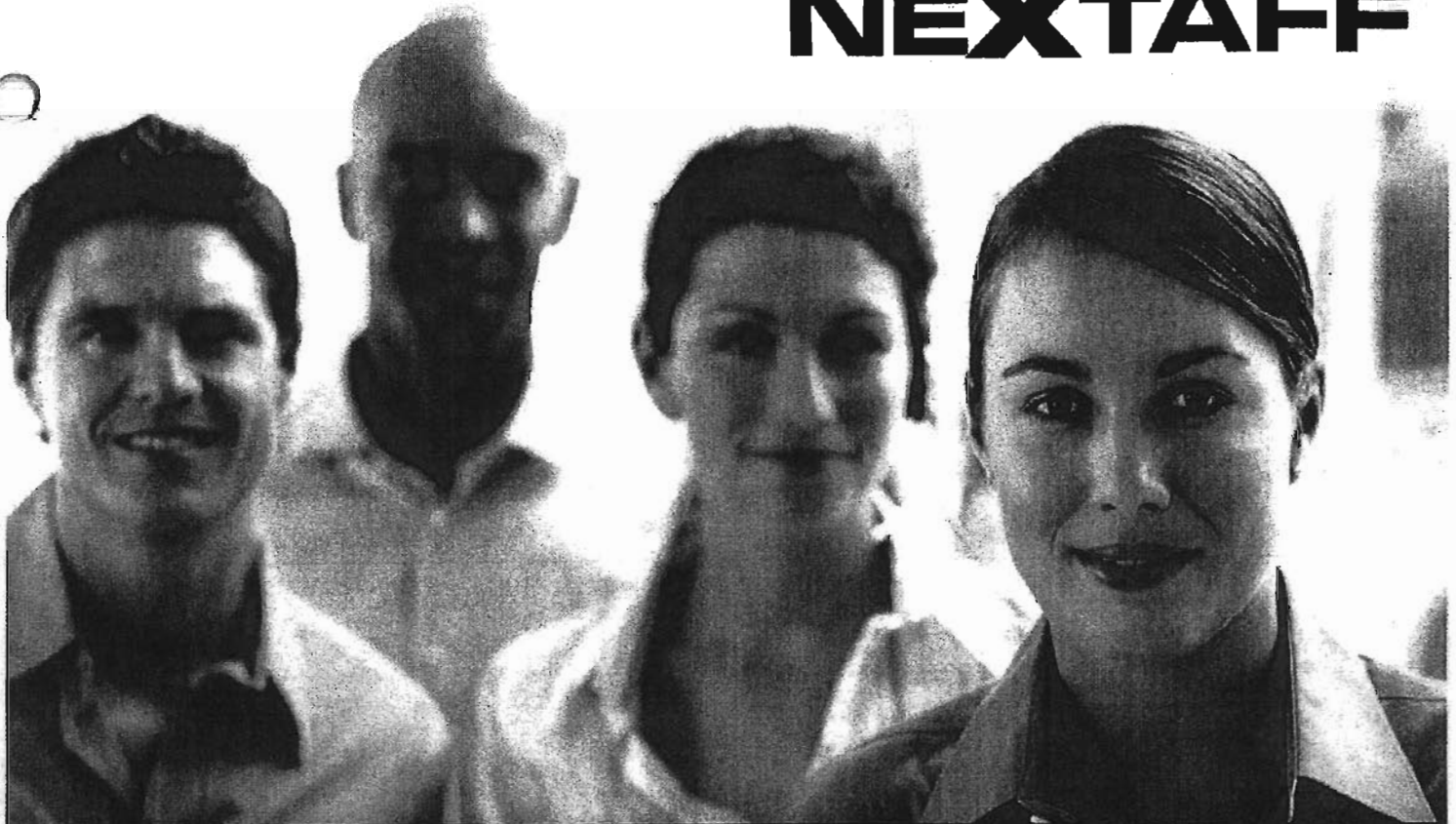
_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS EXHIBIT "D"



SCHOOL CROSSING
GUARD SERVICES

City of Pompano Beach

Buffy A. Butler
The Butler Group of South Florida, LLC
d/b/a NEXTAFF
3810 Inverrary Boulevard
Suite 205
Lauderhill, Florida 33319
954.733.0777 Office
954.733.0444 Fax



Bid Number:
L-14-16

BID L-14-16, SCHOOL CROSSING GUARD SERVICE

STATEMENT OF NO RESPONSE

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

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

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

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



COMPANY PROFILE

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

A Florida Limited Liability Company

Proposal: City of Pompano Beach
School Crossing Guard Services

Certifications: County Business Enterprise
Minority/Woman-Owned Business

Headquarters: 3810 Inverrary Boulevard
Suite 205
Lauderhill, Florida 33319
954.733.0777 Office
954.733.0444 Fax
www.nextaff.com

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

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





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

BID L-14-16 - SCHOOL CROSSING GUARD SERVICE

January 4, 2016

The City of Pompano Beach is currently soliciting bids to establish a contract for the provision of School Crossing Guard Service. Bids will be received until **2:00 p.m. (local), February 3, 2016** in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

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

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

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

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

B. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Bid

solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

C. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

D. Contract Period

The initial contract period shall commence August 17, 2016 and ending August 16, 2017. The contract shall be automatically renewed for four (4) additional one-year (twelve month) periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when the City invokes this extension clause.

E. Basis of Award

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

The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include an inspection of a bidder's facilities, evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to perform the contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have

sufficient capacity to fulfill the contract requirements of providing school crossing guard services in the City of Pompano Beach, Broward County, Florida, as specified herein.

F. Cost Adjustment

The hourly charge offered and accepted must remain firm for the initial one (1) year contract period, and shall remain consistent throughout the actual school year, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase. Please consider this when providing your pricing for this bid.

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

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

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

G. Insurance

CONTRACTOR 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. Proof of the insurance coverage required hereunder shall be provided as part of this bid. The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. No contractor or sub-contractor shall commence work under this agreement without the minimal insurance set forth herein, nor without the approval by the City of Pompano Beach Risk Manager. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a

letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his 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. Policies shall be issued by companies authorized to conduct business in Florida who have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best.

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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement. CONTRACTOR shall not continue Work pursuant to this Contract unless all required insurance remains in full force and effect.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors 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, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance.
 - (1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor'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
— explosion & collapse hazard	
— underground hazard	
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 contractors	personal injury
XX personal injury	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY Per Occurrence Aggregate
XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of 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. CONTRACTOR and all subcontractors 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 CONTRACTOR, the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. Notice of Claims. CONTRACTOR and all subcontractors shall notify the City's Risk Manager in writing within thirty (30) days of any notice of a potential claim or the filing of a claim relating to the Work being performed for the City.

H. Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the provisions of this agreement, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. The City may withhold any payments due to the Contractor for the purpose of setoff until the amount of damages due the City from the Contractor is determined.

I. Qualifications

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

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

Contractor must provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City within (48) forty eight hours.

Criminal Background History Check: The Contractor, at no cost to the City, must conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor must provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract. Guards, back-up guards, supervisors, and trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor must provide the Contract Administrator with the results of the criminal background history check prior to employment. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and may serve as grounds for termination of the Contract. Contractor must mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon

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

J. Daily Time Sheets

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

K. Invoices

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

L. Training

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

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

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

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

M. Schedule Of Service

It is anticipated that (58) fifty-eight school crossing guards will be required for each school day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time.

The Contractor shall be required to provide coverage at the (48) forty-eight school crossings, located within the City limits. See Exhibit "A" for list of locations. The City reserves the right to increase or decrease the number of crossing locations to be staffed. The Contractor must be flexible and provide guards for the hours needed on the instructions of appropriate City personnel.

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

Guards must be available to provide school crossing services one (1) hour before the start of the designated school, and one-half ($\frac{1}{2}$) hour after the close of the designated school.

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

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

N. Daily Field Supervision

The Contractor shall provide three (3) experienced field supervisors overseeing the operations at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City.

O. Guard Back Up

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

P. Twenty-Four (24) Hour Answering Service

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

Q. Equipment

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

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

R. School Year Schedule

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

S. Personnel Removal/Reassignment/Substitution

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

T. Transition from Existing Contract

It is the City's desire that the successful contractor coordinate with the current contractor to offer the persons currently employed as crossing guards first consideration for any available crossing guard work in accordance with the successful contractor's employment terms and conditions.

U. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The

definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

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

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

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

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

V. Local Business Program

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov.

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms

responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

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

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SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

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

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

2. Completion of Bid Forms

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

3. Signature Required

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

4. Prices to be Firm

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

5. Extensions

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

6. Delivery

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

7. Signed Bid Considered an Offer

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

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

8. Quality

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

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Facilities

The City reserves the right to inspect the bidder's facilities at any time, without prior notice.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

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

23. Indemnification

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

24. Reservation for Rejections and Award

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

25. Interpretations

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

26. Failure to Respond

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

27. Bid Tabulations

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

28. Assignment

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

29. Termination for Convenience of City

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

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a):
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

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

32. Identical Tie Bids

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

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

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

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

33. Invoicing/Payment

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

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

Bidder Name The Butler Group of South Florida, LLC d/b/a NEXTAFF

Telephone number: 954.733.0777

"Fax" number: 954.733.0444

Email address: bbutler@nextaff.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) 1 Date(s) Issued January 8, 2016

Manual signature of company officer: 

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

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

Title of signer: Managing Member

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

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

YES X NO

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

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

2. How many years has your organization been in business? 10

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

YES NO X

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

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

YES NO X

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

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

6. Who will provide crossing guard training?

X your firm a subcontractor

Name(s) of trainers: Buffy A. Butler and Delisa Williams

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

EXHIBIT A

CROSSING LOCATIONS

Charles Drew Elementary

6:45 to 8:00

3:00 to 3:30

NW 9th Court/NW 27th Avenue

NW 9th Street/NW 30th Avenue

Cresthaven Elementary

6:35 to 7:50

1:50 to 2:20

NE 6th Avenue/NE 24th Street

NE 6th Avenue/NE 25th Street

NE 7th Terrace/NE 25th Street

NE 8th Terrace/NE 25th Court

Cypress Elementary

6:45 to 8:20

3:20 to 3:50

900 S Cypress Road

SW 3rd Avenue(Midblock)/SW 8th Street

SW 6th Street/S Dixie Highway

SW 6th Street/S Dixie Highway

Racetrack Road/S Dixie Highway

Racetrack Road/S Dixie Highway

Crystal Lake Middle

8:20 to 9:30

4:00 to 4:30

NE 3rd Avenue/NE 33rd Street(Ped Light)

NE 3rd Avenue/NE 39th Street

NE 3rd Avenue/Copans Road

NE 3rd Avenue/Copans Road

NE 3rd Avenue/Sample Road

NE 3rd Avenue/Sample Road

NE 33rd Street/N Dixie Highway

NE 33rd Street/N Dixie Highway

Sample Road/N Dixie Highway

Sample Road/N Dixie Highway

Markham Elementary

6:45 to 8:10

3:10 to 3:40

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

McNab Elementary

7:00 to 8:00

2:00 to 2:30

1350 SE 9th Avenue
<u>Saint Coleman</u>
<u>7:00 to 8:00</u>
<u>2:00 to 3:15</u>
SE 9th Avenue/McNab Road
S Federal Highway/McNab Road
S Cypress Road/McNab Road

Norcrest Elementary

7:00 to 8:00

2:00 to 2:30

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

Palmview Elementary

6:30 to 7:50

2:50 to 3:20

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

Pompano Beach Elementary

6:45 to 7:45

2:45 to 3:15

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

Pompano Beach Middle

8:10 to 9:15

3:45 to 4:15

1000 N Dixie Hwy(NW 10th Street/Dixie)
NE 5th Avenue/NE 6th Street
NE 6th Street/N Federal Highway
NE 6th Street/N Dixie Highway
NE 11th Avenue/E Atlantic Boulevard
NE 11th Avenue/E Atlantic Boulevard
S Cypress Road/E Atlantic Boulevard
S Cypress Road/E Atlantic Boulevard

Sanders Park Elementary

6:30 to 8:00

2:00 to 2:30

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

Small Business Enterprise Goal and Forms

SBE GOAL ANNOUNCEMENT

BID # L-14-16

The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The SBE criteria being used is as stated in FSS 288.703. As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

Bidders are encouraged to participate in the City of Pompano Beach's Voluntary SBE Program by including as part of their bid package the SBE Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders who are unable to meet the recommended voluntary goals should also provide the SBE Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended, voluntary goals for this bid are 5% for Small Business Enterprises.

RETURN THIS FORM WITH YOUR BID

Bidder Name The Butler Group of South Florida, LLC d/b/a NEXTAFF

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: L-14-16 - School Crossing Guard Service

Contractor's Name: The Butler Group of South Florida, LLC d/b/a NEXTAFF

<u>Name of Firm</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>
The Butler Group of South Florida, LLC	Buffy A. Butler	954.733.0777	School Crossing Guard Services	571,725.00

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

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

SBE EXHIBIT "A"

RETURN THIS FORM WITH YOUR BID

Bidder Name The Butler Group of South Florida, LLC d/b/a NEXTAFF

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number L-14-16

TO: The Butler Group of South Florida, LLC
(Name of Prime or General Bidder)

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

☐ an individual

☐ a corporation

☐ a partnership

☐ a joint venture

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

Not Applicable - General Bidder is a certified Community Business Enterprise

which is equal to or generally similar to the Small Business Enterprise definition

in this bid document.

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

BID # L-14-16

I, Not Applicable
(Name and Title)

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

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

Said SBE CONTRACTOR(s):

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

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORTBID # L-14-16

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

Not Applicable

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

3. Did you send written notices to SBEs?

☐ Yes ☐ No

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

4. Did you advertise in local publications?

☐ Yes ☐ No

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

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

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

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

Not Applicable	\$
	\$
	\$

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

Local Business Program Goals and Forms

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

BID # L-14-16

The City of Pompano Beach is strongly committed to ensuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services.

Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended voluntary goal for this bid is 5% for Local Businesses.

RETURN THIS FORM WITH YOUR BID

Bidder Name The Butler Group of South Florida, LLC d/b/a NEXTAFF

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Bid Number & Title: L-14-16 - School Crossing Guard Service

Prime Contractor's Name: The Butler Group of South Florida, LLC

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

RETURN THIS FORM WITH YOUR BID

Bidder Name The Butler Group of South Florida, LLC d/b/a NEXTAFF

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # L-14-16

I, Buffy A. Butler, Managing Member

(Name and Title)

of The Butler Group of South Florida, LLC, certify that on the 3 day of

February, 2016, I did not invite a LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
Five percent of the bid would require use of a local business experienced in providing		
school crossing guard services. There does not appear to be a local business to provide		
such services.		

Said Local Businesses:

- ☐ Did not bid in response to the invitation
- ☐ Submitted a bid which was not the low responsible bid
- ☒ Other: None Available

Signature: [Signature]

Date: February 3, 2016

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

**GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION**

BID # L-14-16

1. What portions of the contract have you identified as Local Business opportunities?
Five percent of this bid would require use of an experienced
vendor providing school crossing guard services. There does not
appear to be a local vendor able to provide such services.
2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.
There does not appear to be a local business experienced
in providing school crossing guard services.
3. Did you send written notices to Local Businesses?
 Yes X 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 X 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 ?
There does not appear to be an experienced local business able
to provide school crossing guard services as a sub-contractor.
7. List the Local Businesses you will utilize and subcontract amount.

<u>Not Applicable</u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
8. Other comments: A local business with the requisite experience
would be able to compete for the bid on their own.

RETURN THIS FORM WITH YOUR BID Bidder Name The Butler Group of South Florida, LLC d/b/a NEXTAFF

LOCAL BUSINESS EXHIBIT "D"

BID L-14-16, SCHOOL CROSSING GUARD SERVICE

STATEMENT OF NO RESPONSE

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

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

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

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



SUPPLEMENTAL DOCUMENTATION





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2015

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

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

PRODUCER Rick Gibbs, P.A. Insurance Agency 1000 S. State Road 7 Plantation FL 33317		CONTACT NAME: Dena Boatwright PHONE (A/C No. Ext.): (954) 581-7740 FAX (A/C No.): (954) 584-9875 E-MAIL ADDRESS: dena@rickgibbspa.com PRODUCER CUSTOMER ID#: 00008160															
INSURED The Butler Group Of South Fla dba Nextaff 3810 Inverrary Blvd Ste 205 Lauderhill FL 33319		<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Essex Ins Co</td><td></td></tr><tr><td>INSURER B: Mercury Ins Group</td><td></td></tr><tr><td>INSURER C: United States Liability Ins Co</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Essex Ins Co		INSURER B: Mercury Ins Group		INSURER C: United States Liability Ins Co		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER C: United States Liability Ins Co																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1162900599

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2CU9253	6/29/2015	6/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		BA090000006870	10/3/2015	10/3/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<input type="checkbox"/> DEDUCTIBLE RETENTION \$								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability Errors & Omissions			SP1022307D	6/29/2015	6/29/2016	Each Claim Limit \$1,000,000 Annual Aggregate Limit \$1,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach
Risk Management
100 West Atlantic Blvd
Pompano Beach, FL 33060

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

AUTHORIZED REPRESENTATIVE

Rick Gibbs/ACHASE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2015

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Two Pierce Place Itasca IL 60143	CONTACT NAME: Sue Purtil PHONE (A/C No. Ext.): (630) 285-4465 FAX (A/C No.): (630) 285-3922 E-MAIL ADDRESS: susan_purtil@aig.com
INSURED EMPLSOL-05 Employer Solutions Staffing Group II, LLC 7301 Ohms Lane, #405 Edina, MN 55439	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1026999040

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MWC30363000	3/1/2015	3/1/2016	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Staffing services are provided through Nextaff under the Staffing Agreement with regard to Assigned Employees of the insured.

CERTIFICATE HOLDER**CANCELLATION**City of Pompano Beach
Risk Management
100 West Atlantic Boulevard
Pompano Beach FL 33060

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

AUTHORIZED REPRESENTATIVE

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

January 8, 2016

ADDENDUM #1, Bid L-14-16 SCHOOL CROSSING GUARD SERVICE

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: What is the current hourly bill rate for Crossing Guards and Supervisors?

Response: The current hourly bill rate for both Crossing Guards and Supervisors is \$11.35 per hour.

Addendum #1 is posted on the City's website: www.pompanobeachfl.gov.
Acknowledge receipt of this Addendum in the area provided on page 18 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), February 3, 2016.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website
file



SCHOOL CROSSING GUARD SERVICES

Company/Agency:	Broward County
Contact:	Mr. Stephon Ramoutar
Telephone:	954.847.2671
Address:	2300 West Commercial Boulevard Fort Lauderdale, Florida 33309
Scope of Contract:	School Crossing Guard Services
Service Period:	December 2012 – Present
Company/Agency:	City of Coconut Creek
Contact:	Sergeant Christopher Beroldi
Telephone:	954.956.1564
Address:	4800 West Copans Road Coconut Creek, Florida 33063
Scope of Contract:	School Crossing Guard Services
Service Period:	August 2015 – Present
Company/Agency:	City of Deerfield Beach
Contact:	Sergeant Anthony Guaglione
Telephone:	954.480.4300
Address:	300 Northeast 2 nd Street Deerfield Beach, Florida 33411
Scope of Contract:	School Crossing Guard Services – Supplemental Staffing
Service Period:	August 2015 – Present
Company/Agency:	City of Fort Lauderdale
Contact:	Sergeant Ivory Nelson
Telephone:	954.828.6400
Address:	533 Northeast 13 th Street Fort Lauderdale, Florida 33304
Scope of Contract:	School Crossing Guard Services
Service Period:	December 2012 – Present



Company/Agency: City of Oakland Park
Contact: Ms. Heidi Burnett
Telephone: 954.630.4510
Address: 3650 Northeast 12th Avenue
Oakland Park, Florida 33334
Scope of Contract: School Crossing Guard Services
Service Period: August 2014 – Present

Company/Agency: City of Pompano Beach
Contact: Ms. Cynthia Kitts
Telephone: 954.786.4185
Address: 1801 Northeast 6th Street
Pompano Beach, Florida 33060
Scope of Contract: School Crossing Guard Services
Service Period: August 2011 – Present

Company/Agency: Town of Davie
Contact: Ms. Lori Lysfjord
Telephone: 954.693.8200
Address: 1230 South Nob Hill Road
Davie, Florida 33324
Scope of Contract: School Crossing Guard Services
Service Period: August 2009 – June 2013

Company/Agency: Town of Jupiter
Contact: Captain Sam Miller
Telephone: 561.746.6201
Address: 210 Military Trail
Jupiter, Florida 33458
Scope of Contract: School Crossing Guard Services
Service Period: August 2010 - Present





REFERENCES FOR SCHOOL CROSSING GUARD SERVICES

Company/Agency: City of Fort Lauderdale
Contact: Sergeant Ivory Nelson
Telephone: 954.828.6400
Scope of Contract: School Crossing Guard Services
Service Period: December 2012 – Present

Company/Agency: City of Oakland Park
Contact: Ms. Heidi Burnett
Telephone: 954.630.4510
Scope of Contract: School Crossing Guard Services
Service Period: August 2014 – Present

Company/Agency: Town of Jupiter
Contact: Captain Sam Miller
Telephone: 561.746.6201
Scope of Contract: School Crossing Guard Services
Service Period: August 2010 - Present

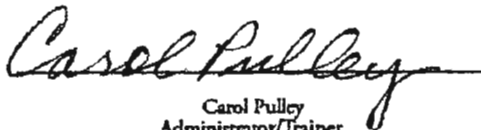


STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

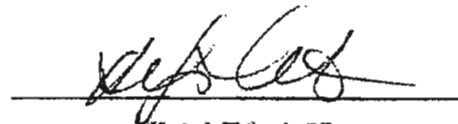
This is to certify that
Buffy A. Butler
has successfully completed the training
and is a certified
School Crossing Guard Trainer

June 11, 2009

Date


Carol Pulley
Administrator/Trainer
Florida School Crossing Guard Training Program




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

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

This is to certify that

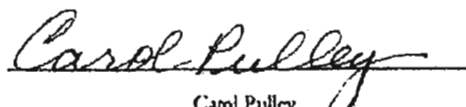
Delisa Williams

*has successfully completed the training
and is a certified*


School Crossing Guard Trainer

May 5, 2009

Date


Carol Pulley
Administrator/Trainer
Florida School Crossing Guard Training Program




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

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

This is to certify that

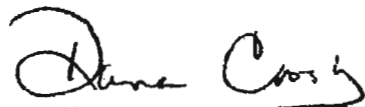
Markesha L. Burgess

*has successfully completed the training
and is a certified*

Florida School Crossing Guard Trainer

2-26-14

Date



Dana Crosby
Program Administrator
Florida School Crossing Guard Training Program



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

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

This is to certify that

Sandra King

*has successfully completed the training
and is a certified*

School Crossing Guard Trainer

August 4, 2010

Date

Providance Nagy

Providance Nagy
Administrator/Trainer
Florida School Crossing Guard Training Program



Kevin J. Thibault

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

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

This is to certify that

Willie Nathan

*has successfully completed the training
and is a certified*

School Crossing Guard Trainer

April 19, 2012

Date

Providance Nagy

Providance Nagy
Administrator/Trainer
Florida School Crossing Guard Training Program



Ananth Prasad

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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

Paul T. White

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

2.12.15

Date



Dana Crosby
Program Administrator
Florida School Crossing Guard Training Program





Jim Boxold
Secretary of Transportation



Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and Small Business Development

This Certificate is Awarded to:

**THE BUTLER GROUP OF SOUTH FLORIDA, LLC
DBA NEXTAFF**

As set forth in the Broward County Business
Opportunity Act of 2012, the certification requirements
have been met for:

County Business Enterprise

Anniversary Date: March 28th

A handwritten signature in black ink, appearing to read "Chris Adams", written over a horizontal line.

Authorized Representative

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

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

Exhibit 3

School Crossing Locations

Charles Drew Elementary

6:45 to 8:00

3:00 to 3:30

NW 9th Court/NW 27th Avenue

NW 9th Street/NW 30th Avenue

Cresthaven Elementary

6:35 to 7:50

1:50 to 2:20

NE 6th Avenue/NE 24th Street

NE 6th Avenue/NE 25th Street

NE 7th Terrace/NE 25th Street

NE 8th Terrace/NE 25th Court

Cypress Elementary

6:45 to 8:20

3:20 to 3:50

900 S Cypress Road

SW 3rd Avenue(Midblock)/SW 8th Street

SW 6th Street/S Dixie Highway

SW 6th Street/S Dixie Highway

Racetrack Road/S Dixie Highway

Racetrack Road/S Dixie Highway

Crystal Lake Middle

8:20 to 9:30

4:00 to 4:30

NE 3rd Avenue/NE 33rd Street(Ped Light)

NE 3rd Avenue/NE 39th Street

NE 3rd Avenue/Copans Road

NE 3rd Avenue/Copans Road

NE 3rd Avenue/Sample Road

NE 3rd Avenue/Sample Road

NE 33rd Street/N Dixie Highway

NE 33rd Street/N Dixie Highway

Sample Road/N Dixie Highway

Sample Road/N Dixie Highway

Markham Elementary

6:45 to 8:10

3:10 to 3:40

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

McNab Elementary

7:00 to 8:00

2:00 to 2:30

1350 SE 9th Avenue
<u>Saint Coleman</u>
<u>7:00 to 8:00</u>
<u>2:00 to 3:15</u>
SE 9th Avenue/McNab Road
S Federal Highway/McNab Road
S Cypress Road/McNab Road

Norcrest Elementary

7:00 to 8:00

2:00 to 2:30

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

Palmview Elementary

6:30 to 7:50

2:50 to 3:20

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

Pompano Beach Elementary

6:45 to 7:45

2:45 to 3:15

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

Pompano Beach Middle

8:10 to 9:15

3:45 to 4:15

1000 N Dixie Hwy(NW 10th Street/Dixie)
NE 5th Avenue/NE 6th Street
NE 6th Street/N Federal Highway
NE 6th Street/N Dixie Highway
NE 11th Avenue/E Atlantic Boulevard
NE 11th Avenue/E Atlantic Boulevard
S Cypress Road/E Atlantic Boulevard
S Cypress Road/E Atlantic Boulevard

Sanders Park Elementary

6:30 to 8:00

2:00 to 2:30

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

Exhibit 4 INSURANCE

CONTRACTOR 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. Proof of the insurance coverage required hereunder shall be provided as part of this bid. The insurance described herein reflects the insurance requirements deemed necessary for this contract by the CITY. No contractor or sub-contractor shall commence work under this agreement without the minimal insurance set forth herein, nor without the approval by the CITY's Risk Manager. .

CONTRACTOR shall be responsible to deliver to the CITY's Risk Manager for his 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. Policies shall be issued by companies authorized to conduct business in Florida who have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best.

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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement. CONTRACTOR shall not continue Work pursuant to this Contract unless all required insurance remains in full force and effect.

Throughout the term of this Agreement, CONTRACTOR, its subcontractors and all 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, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which CONTRACTOR is obligated to pay compensation to employees engaged in the performance of the work. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance.
 - (1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR'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
—	explosion & collapse	
—	hazard	
—	underground hazard	
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 contractors	personal injury
XX	personal injury	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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- (3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions of 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. CONTRACTOR and all subcontractors 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 CONTRACTOR, the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. Notice of Claims. CONTRACTOR and all subcontractors shall notify the City's Risk Manager in writing within thirty (30) days of any notice of a potential claim or the filing of a claim relating to the Work being performed for the City.

Exhibit 4

The Butler Group of South Florida

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2016

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
Two Pierce Place
Itasca IL 60143

CONTACT NAME: Sue Purdill	
PHONE (A/C No. Ext.): (630) 285-4465	FAX (A/C No.): (630) 285-3922
E-MAIL ADDRESS: susan_purdill@aig.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Old Republic Insurance Company	NAIC # 24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED EMPLSOL- 5
Employer Solutions Staffing Group II, LLC
7301 Ohms Lane #405
Edina, MN 55439

COVERAGES

CERTIFICATE

NUMBER: 1053057408

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC30628400	3/1/2016	3/1/2017	X WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A				E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Staffing services are provided through Next Step under the Staffing Agreement with regard to Assigned Employees of the insured.

02-29-16

ATM

CERTIFICATE HOLDER

CANCELLATION

(NXT) City of Pompano Beach
Risk Management
100 West Atlantic Boulevard
Pompano Beach FL 33063

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

AUTHORIZED REPRESENTATIVE

Pat Gallagher



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2016

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

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

PRODUCER Rick Gibbs, P.A. Insurance Agency 1000 S. State Road 7 Plantation FL 33317	CONTACT NAME: Amanda Chase PHONE (A/C, No, Ext): (954) 581-7740 FAX (A/C, No): (954) 584-9875 E-MAIL ADDRESS: amanda@rickgibbspa.com PRODUCER CUSTOMER ID #: 00008160
INSURED The Butler Group of South Fla dba Nextaff 3810 Inverrary Blvd Ste 205 Lauderhill FL 33319	INSURER(S) AFFORDING COVERAGE INSURER A: Essex Ins Co INSURER B: Mercury Ins Group INSURER C: United States Liability Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1162900599 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	2CW4150	6/29/2016	6/29/2017	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X	BA090000006870	10/3/2015	10/3/2016	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
C	Professional Liability		SP1022307E	6/29/2016	6/29/2017	Each Claim Limit \$1,000,000
	Errors & Omissions					Annual Aggregate Limit \$1,000,000

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

Certificate Holder is named as Additional Insured

CERTIFICATE HOLDER

City of Pompano Beach
Risk Management
100 West Atlantic Blvd
Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Gibbs/ACHASE