

Independent Contractor
Cross Liability and Severability of Interest Clause

AUTOMOBILE LIABILITY	PER PERSON	PER OCCURRENCE
Comprehensive	\$500,000	\$1,000,000
Owned		
Hired		
Non-Owned		
PROFESSIONAL LIABILITY	\$1,000,000	
WORKERS' COMPENSATION		Statutory Amount

Neither the Successful Bidder(s) nor any of their subcontractors and/or subconsultants shall commence work under the Contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

The City of Miramar shall approve such certificates.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida.

All policies shall be Occurrence not Claims Made forms (except for professional liability).

The Successful Bidder(s) liability insurance policies shall be endorsed to add the City of Miramar as an Additional Insured (except for professional liability). The Successful Bidder(s) liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Bidder(s) shall be responsible for all deductibles and self-insured retention's on Successful Bidder(s) liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least forty-five (45) calendar days written notice has been given to the City by certified mail.

2-9

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Bidder(s) understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, and etc.. The

Successful Bidder(s) agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-10

QUALIFICATIONS OF THE SUCCESSFUL BIDDER(S):

The Successful Bidder(s) shall submit proof of the following with their bid:

1. At the time of bid opening, and throughout the term of any agreement awarded under the Crossing Guard Services solicitation, the Successful Bidder(s) shall be fully qualified and licensed to perform the scope of work described herein.
2. The Successful Bidder(s) shall submit with its bid, proof of qualifications and copies of all certifications and licenses for each of the Successful Bidder(s) employees.
3. The Successful Bidder(s) shall be an established firm in the State of Florida and engaged in Crossing Guard Services for a minimum of five (5) consecutive years.
4. The Successful Bidder(s) shall submit a list of personnel to be assigned service responsibilities as required herein. All personnel of the Successful Bidder(s) shall be qualified, licensed and hold any current licenses required within Broward County or the State of Florida.

2-11

REQUIREMENTS OF SUCCESSFUL BIDDER(S)

1. Emergency services at times other than normal working hours may be required, and the Successful Bidder(s) shall be available on a 24 hour basis for emergencies. The Successful Bidder(s) shall respond to requests for emergency Crossing Guard Services calls within four (4) hours of initial call.
2. The Successful Bidder(s) and all personnel of the Successful Bidder(s) shall travel to work locations and perform required crossing guard services without supervision by City of Miramar personnel.
3. The Successful Bidder(s) shall perform all work in accordance with best practices for crossing guard services.
4. Employees of the Successful Bidder(s) shall understand and speak the English language proficiently.
5. The Successful Bidder(s) shall submit a list of existing customers and provide all pertinent contact information.

2-12

ACCEPTANCE OF GOODS AND SERVICES BY THE CITY

To the extent applicable, the goods and/or services shall be delivered to the City in excellent condition. If the City deems that a product does not meet specifications, it will be returned to the Successful Bidder(s) as exchange for suitable merchandise or for full credit at no additional cost to the City.

An authorized representative of the City will inspect this project. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

2-13

ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS

a) Precautions shall be exercised at all times for the protection of persons and property. The Successful Bidder(s) and all subcontractors shall conform to all OSHA, State, County and City Regulations while performing under the terms and conditions of the Contract. Any fines levied by any of the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Successful Bidder(s) responsible for same. Barricades shall be provided by the Successful Bidder(s), when work is performed in areas traversed by persons, automotive traffic, or when deemed necessary by the City. In such cases, the Successful Bidder(s) shall notify the City's Police Department at least seven (7) days prior to barricading. The Successful Bidder(s) shall send this notification to:

City of Miramar
Office of the Chief of Police
Attn: Chief Black
3064 North Commerce Parkway
Miramar, FL 33025

2-14

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

To the extent applicable, the Successful Bidder(s) shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Statement of Work, whether or not fabricated, installed, or completed. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances, are verbally reported to the Successful Bidder(s) by an authorized representative of the City. The Successful Bidder(s) shall bear all costs of correcting such rejected work. If the Successful Bidder(s) fails to correct the work within the period specified, the City shall place the Bidder(s) on default, obtain the services of

another party to correct the deficiencies, and charge the Successful Bidder(s) for these costs, either through a deduction from the final payment owed to the Successful Bidder(s) or through invoicing.

2-15

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

Unless otherwise provided in the specifications, the Successful Proposer shall furnish all labor, materials, and equipment necessary to satisfy the completion of the project. When not specifically identified in the specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the City.

2-16

MINIMUM WAGE BASED ON FEDERAL LAW

The wage rate paid to all laborers, mechanics, and apprentices, employed or contracted by the Successful Bidder(s) for the work under the Contract, shall not be less than the minimum wage rate established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division.

2-17

NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A PURCHASE ORDER

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

2-18

PROTECTION OF PROPERTY AND CLEAN UP

a) To the extent applicable, all existing structures, utilities, services, roads, trees, shrubbery, grass, etc., shall be protected against damage or interrupted services at all time by the Successful Bidder(s) during the performance of the Work. The Successful Bidder(s) shall also make every effort to protect those areas leading to the surrounding job site.

b) To the extent applicable, the Successful Bidder(s) shall at all times keep the work area, including storage areas, free from accumulations of waste

materials. Before completing the work, the Successful Bidder(s) shall remove from the work premises any rubbish, tools, scaffolding, equipment, and materials that are not property of the City. Upon completion of the work, the Successful Bidder(s) shall leave the work area in a clean, neat, and orderly condition satisfactory to the City. The Successful Bidder(s) is required to leave the area in perfect, complete and undamaged condition.

c) To the extent applicable, the Successful Bidder(s) shall be held responsible for repairing, or replacing property to the satisfaction of the City, including those that are the property of a third party, resulting from the Successful Bidder(s) operation on the property, at no cost to the City. If the Successful Bidder(s) fails or refuses to repair or replace the property to the satisfaction of the City, the City may have the necessary work performed and charge the cost to the Successful Bidder(s).

2-19

SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)

To the extent applicable, all Bidder(s) shall quote prices based on F. O. B. destination and shall hold title to the goods until such time as they are delivered to, and accepted by, and authorized City representative.

2-20

TOXIC AND NONTOXIC SUBSTANCES

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

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

b) To the extent applicable, all Bidder(s) must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the work specified herein. The City is endeavoring to use environmentally safe products and may

require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

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

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

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

2-21

EMPLOYEES AND CONTRACTOR(S)

All employees and contractors of the Successful Bidder(s) shall be considered to be, at all times, the sole employees or contractors of the Successful Bidder(s) under its sole discretion and not an employee, Contractor, or agent of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractors. The City may require the Successful Bidder(s) to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City.

The direction and supervision of employees shall be by competent, qualified and sober personnel, and the Successful Bidder(s) shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, SubConsultants, superintendents, foremen and workmen employed by the Successful Bidder(s) shall be careful and competent. The Successful Bidder(s) shall also provide uniforms and picture I.D. badges to each employee. Employees and subcontractors of the Successful Bidder(s) shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front work shirt (T-shirts shall not be considered acceptable) with the Successful

Bidder(s) company name or logo and the name of the shirt bearer, and steel-toed footwear in compliance with ANSI Z41 PT 91 M I/75 C/75.

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

2-22

SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL

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

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

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

2-23

INDEMNIFICATION

The Successful Bidder will agree to indemnify the City, its officers, employees and agents, from any and all liabilities incurred and resulting from the Successful Bidder' performance or non-performance of the services contemplated by this Solicitation.

2-24

POINT OF CONTACT

For any additional information regarding the specifications and requirements of this Solicitation, contact the Procurement Department at (954) 602-3054.

END OF SECTION

SECTION 3 STATEMENT OF WORK

3-1

GENERAL NATURE AND LOCATION OF SERVICES

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

The City currently utilizes crossing guards at 73 posts throughout the City. The posts are as follows:

SCHOOL POST LOCATION	
<i>MIRAMAR ELEMENTARY</i>	
1	SW 68 AVE @ SW 26 ST
2	SW 68 AVE @ SW 26 ST (LIGHT)
3	SW 69 AVE @ SW 26 ST
4	SW 68 AVE @ SW 25 ST
<i>PERRY ELEMENTARY</i>	
5	SW 68 AVE @ SW 33 ST
6	SW 68 AVE @ SW 34 ST
7	6800 BLOCK OF 34 ST (FRONT OF SCHOOL)
8	SW 69 WAY @ CIVIC CENTER
9	SW 69 AVE @ MIRAMAR PARKWAY
10	SW 69 AVE @ MIRAMAR PARKWAY
11	SW 68 AVE @ MIRAMAR PARKWAY
12	SW 68 AVE @ MIRAMAR PARKWAY
<i>PERRY MIDDLE</i>	
13	SW 69 AVE @ MIRAMAR PARKWAY
14	SW 69 AVE @ MIRAMAR PARKWAY
15	SW 69 AVE @ MIRAMAR PARKWAY
16	SW 69 AVE @ MIRAMAR PARKWAY
17	SW 69 WAY @ CITY GARAGE
18	SW 68 AVE @ MIRAMAR PARKWAY
19	SW 68 AVE @ MIRAMAR PARKWAY
20	SW 68 AVE @ MIRAMAR PARKWAY
21	SW 68 AVE @ SW 33 ST
22	SW 68 AVE @ SW 33 ST
23	BEHIND PUBLIX - WILDCAT WAY
<i>FAIRWAY ELEMENTARY</i>	
24	MIRAMAR PARKWAY @ TARPON DR
25	FAIRWAY BOULEVARD @ NASSAU DR

SEA CASTLE ELEMENTARY	
26	9600 MIRAMAR BOULEVARD (FRONT OF SCHOOL)
27	9600 MIRAMAR BOULEVARD (FRONT OF SCHOOL)
28	FAIRMONT AVE @ BELLAIRE DR
29	FAIRMONT AVE @ MIRAMAR PARKWAY
30	FAIRMONT AVE @ MIRAMAR PARKWAY
31	FAIRMONT AVE @ MIRAMAR BOULEVARD
32	MIRAMAR BOULEVARD @ DOUGLAS ROAD
33	MIRAMAR BOULEVARD @ PALM AVE
34	MIRAMAR BOULEVARD @ PALM AVE
RENAISSANCE MIDDLE	
35	MIRAMAR PARKWAY @ PALM AVE
36	MIRAMAR PARKWAY @ PALM AVE
37	MIRAMAR BOULEVARD @ PALM AVE
38	MIRAMAR BOULEVARD @ PALM AVE
39	MIRAMAR BOULEVARD @ PALM AVE
40	MIRAMAR BOULEVARD @ HIATUS RD
41	MIRAMAR BOULEVARD @ HIATUS RD
SUNSHINE ELEMENTARY	
42	MIRAMAR BOULEVARD @ ISLAND DR
43	LASALLE BOULEVARD @ ISLAND DR
44	MADEIRA STREET @ JAMAICA DR
45	MONTEGO DRIVE @ MADEIRA ST
46	LASALLE BOULEVARD @ NASSAU DR
47	LASALLE BOULEVARD @ MONTEGO DR
48	LASALLE BOULEVARD @ JAMAICA DR
COCONUT PALMS ELEMENTARY	
49	MONARCH LAKES BLVD @ 136 AVE
50	MONARCH LAKES BLVD @ 136 AVE
SILVER LAKES ELEMENTARY	
51	SW 178 AVE @ 30 ST
52	SW 176 TERR @ 30 ST
53	SW 30 ST @ 17400 BLOCK
54	SW 173 AVE @ 23 ST
SUNSET LAKES ELEMENTARY	
55	MIRAMAR PKWY @ 184 AVE (NS)
56	SW 186 AVE @ 2500 BLOCK (REAR OF SCHOOL)
57	SW 184 AVE & 25 ST
SILVER SHORES ELEMENTARY	
58	DYKES RD @ PEMBROKE RD
59	DYKES RD @ PEMBROKE RD
CORAL COVE ELEMENTARY	
60	SW 148 AVE @ 52 DR
61	BASS CREEK RD @ SW 148 AVE
62	BASS CREEK RD @ SW 149 TERR
DOLPHIN BAY ELEMENTARY	
63	MIRAMAR PARKWAY @ DYKES ROAD
64	MIRAMAR PARKWAY @ DYKES ROAD
65	BASS CREEK @ DYKES ROAD

66	MIRAMAR PARKWAY @ SW 164 AVE
67	MIRAMAR PARKWAY @ SW 164 AVE
GLADES MIDDLE SCHOOL	
68	MIRAMAR PKWY @ SW 172 AVE
69	MIRAMAR PKWY @ SW 172 AVE
70	BASS CREEK @ SW 165 AVE
71	BASS CREEK @ SW 165 AVE
72	DYKES @ BASS CREEK RD
73	DYKES @ BASS CREEK RD

**3-2
QUALIFICATIONS**

The Successful Bidder shall be required to run a criminal background check on all employees or contract personnel employed for the assignment to the City. Eligible employees shall have no felony convictions.

The Successful Bidder shall mandate that all employees utilized for the City as school crossing guards report any criminal charges brought against them immediately as they may occur. The Successful Bidder, upon receipt of such information, will immediately notify the City.

For services performed under the Contract, the Successful Bidder shall provide persons who are neat, clean, well groomed and courteous and at least twenty-one (21) years of age. The Successful Bidder shall obtain approval from the City for all persons to be employed as crossing guards before such persons commence work in the City. If requested by the City, the Successful Bidder agrees to remove any employee and substitute with an acceptable person at any crossing post.

The Successful Bidder is responsible for ensuring that employees have completed all required training before being assigned work as crossing guards. The Successful Contractor shall provide the City with a list of names and evidence of training for all guards, back-up guards and field supervisors. Changes to the list are to be provided to the City as they occur.

**3-3
HOURLY WAGES**

The City is desirous that the wage rate paid to all laborers, employed or contracted by the Successful Bidder for the work under the Contract, shall be consistent with neighboring communities providing similar types of either public or privatized services.

3-4 TRAINING

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

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

3-5 GUARD BACK-UP

The Successful Bidder shall ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup shall be fully trained and familiar with the specific crossing location.

3-6 EQUIPMENT AND UNIFORMS

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

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

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

- a) White short or long sleeve shirts with sewn on Crossing Guard patch above left chest pocket, embroidered name above right chest pocket and City shoulder patch on each shoulder;

- b) Dark navy blue six-pocket shorts or pants;
- c) Black baseball-type cap printed with City seal;
- d) Yellow or hi-visibility yellow Raincoat.

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

3-7

PHOTO IDENTIFICATION:

The Successful Bidder is responsible for providing all employees with photo identification, showing the Successful Bidder's company name and the employee's name. Crossing Guards must wear their photo identification in a clearly visible manner while on duty.

3-8

SCHOOL YEAR SCHEDULE

The Successful Bidder will be responsible for obtaining the school calendar from the Broward County Public Schools and providing crossing guards during all times that school is in session, at the applicable times of day when students are traveling to and from school.

3-9

SPECIAL EVENTS:

A portion of this contract requires the Successful Bidder to provide pedestrian traffic guards for City special events. The City will provide the Successful Bidder with specific dates of these events when known to the City and will give the Successful Bidder fourteen (14) days advance notice of the City's requirements.

END OF SECTION

**SECTION 4
SAMPLE AGREEMENT**

**4-1
SAMPLE AGREEMENT**

CROSSING GUARD SERVICES AGREEMENT

This Agreement is entered into as of this _____ day of _____ 2010, between the City of Miramar (hereinafter the "City") and _____ a _____ Corporation, (hereinafter the "Provider").

RECITALS

WHEREAS, the City issued Invitation for Bid No. 11-008 in order to obtain a provider of Crossing Guard Services at various locations within the City; and

WHEREAS, the Provider was determined to be the lowest, responsive and responsible bidder, and was recommended for the award of the bid to furnish said Crossing Guard Services at various locations within the City; and

WHEREAS, on _____, the Miramar City Commission adopted Resolution No. _____, approving the award of the Bid to Provider and authorizing the execution of a contract for Crossing Guard Services with Provider.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and the City agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are incorporated and made a part of this Agreement.
2. **TERMS:** The term of this Agreement shall commence upon the date of execution hereof by both Provider and the City and shall remain in effect for a period of two (2) years from _____, or until terminated by the City as herein set forth. The City Commission will, at its sole discretion, have the option of extending this Agreement for three (3) additional one (1) year renewal periods as may be specified in accordance with the paragraph entitled OPTION TO RENEW THE PERIOD OF PERFORMANCE, if applicable to this Agreement.
3. **OPTION TO RENEW THE PERIOD OF PERFORMANCE**

The prices agreed to as a result of this Agreement shall prevail for a two (2) year period from _____, at which time the City Commission shall have the option to renew for three (3) additional one (1) year periods, on a year to year basis. Continuation of this Agreement beyond the initial two (2) year period is a prerogative of the City Commission and not a right of the Provider. This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City Commission exercise its option to renew, it shall be only for the Services (as defined within) agreed to in this Agreement, and at a compensation rate mutually agreed to by the parties.

4. SCOPE OF SERVICES:

A. Provider agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the special terms and conditions set forth, in Attachment "A" hereto, which includes the original Solicitation and the Provider's Bid/Bid/Qualifications/Quote submission, to the extent accepted by the City, which by this reference are incorporated into and made a part of this Agreement. In the case of any discrepancy between these documents, the terms of this Agreement shall prevail.

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

C. Estimates/Quotations:

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

- II. The Provider's actual work cost cannot exceed the original estimate by more than 15% without prior approval. If during the execution of the work, the Provider realizes that the actual work cost will exceed 15%, then the Provider will supply the City with a revised quote and obtain approval prior to the continuation of the work.
- III. If the Provider submitted actual work cost invoices exceed 15%, more than five (5) times during a fiscal year (12 month period), then this will be considered by the City to be a violation of the contract and grounds for termination.

D. Purchase Orders:

- I. The Provider shall not perform or begin any work without prior written authorization from the Police Department, as well as an approved purchase order authorizing services.
- II. Failure of the provider to not adhere to the City's purchasing protocol – working without having an official City of Miramar purchase order for the work, shall constitute a default, and authorization for payment shall be denied.

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

6. **ACCEPTANCE OF SERVICES BY THE CITY:** The Services shall be provided to the City in strict accordance with the specifications. If Services do not meet specifications, the Provider shall pay all associated fees or costs collected to the City to bring the services into specifications or to cure the default.

7. **ACCIDENT PREVENTION AND REGULATIONS:** Precautions shall be exercised at all times for the protection of persons and property. To the extent applicable, the Provider(s) and all Subcontractors shall conform to all OSHA, Federal, State, County, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements, shall be borne solely by the Provider responsible for the same.

8. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of the City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

9. **AUDIT AND INSPECTION RIGHTS:**

A. The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Provider shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

10. **AWARD OF AGREEMENT:** Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to

solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11. **PUBLIC RECORDS:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

12. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

13. **CERTIFICATE OF COMPETENCY:** To the extent applicable, the Provider shall, at the time of executing this Agreement, hold a valid certificate of competency for the work contemplated herein issued by the Federal, State, or County examining board qualifying said person, firm, corporation or joint venture to perform the work proposed. If a subcontractor(s) is employed, an applicable certificate of competency or license issued to the subcontractor(s) shall be submitted along with the Provider's certificate prior to the starting of work; provided, however, that the City may, at its sole option and in its best interest, allow the Provider to supply the certificate to the City during the first week of work.

14. **INDEMNIFICATION:** Provider shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities")

by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Provider to comply with any of the paragraphs herein or the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Provider acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Attachment A.

Provider shall indemnify City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by Provider of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. Provider will defend and/or settle at its own expense any action brought against the City to the extent that it is based on a claim that products or services furnished to City by Provider pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

15. DEFAULT:

A. An event of default shall mean a breach of this Agreement by the Provider. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

1. Provider has not performed services on a timely basis;
2. Provider has performed services without written authorization from the Police Department.
3. Provider has performed services not adhering to the City's purchasing protocol – working without having an official City of Miramar purchase order.
4. Provider has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
5. Provider has failed to obtain the approval of the City where required by this Agreement;
6. Provider has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement;
7. Provider has failed to make prompt payment to subcontractors or suppliers for any services;
8. Provider has become insolvent or has assigned the proceeds received for the benefit of Provider's creditors, or Provider has taken advantage of any insolvency statute or debtor/creditor law or if Provider's affairs have been put in the hands of a receiver; or

If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Provider while Provider was in default shall be immediately returned to the City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall

be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the procurement of the Services, including consequential and incidental damages.

16. THE CITY'S TERMINATION RIGHTS:

A. The City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to the Provider compensation for Services rendered prior to the effective date of termination. In no event shall the City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. The City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, the City shall not be obligated to pay any amounts to Provider, and Provider shall reimburse to the City all amounts received while Provider was in default under this Agreement.

17. INSURANCE - GENERAL SERVICE AND MAINTENANCE CONTRACT:

The Provider shall furnish to the City of Miramar, Manager, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025, certificates of insurance which indicate that insurance coverage has been obtained which meets the requirements in Attachment "A" hereto.

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

19. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

20. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

TO THE CITY OF MIRAMAR

The City of Miramar

ATTN: Randy Cross, Procurement Director

2300 CIVIC CENTER PLACE

Miramar, FL 33027

Tel.: 954-602-3054

Fax: (954) -602-3525

WITH A COPY TO:

Jamie Alan Cole, Esquire

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L.

200 East Broward Blvd, Suite 1900

Ft. Lauderdale, Florida 33301

Phone: (954) 763-4242

Fax: (954) 764-7770

21. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Florida, and venue for any action arising out of this agreement shall be in Broward, County, Florida.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miramar, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by property authorized representatives of the parties hereto.

22. BINDING AUTHORITY: SUCCESSORS AND ASSIGNS: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

23. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement.

24. REAFFIRMATION OF REPRESENTATIONS: Provider hereby reaffirms all of the representations contained in or required by the Solicitation Documents or its response thereto.

25. ENTIRE AGREEMENT: This instrument and its attachments, and any documents incorporated by reference, constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement, are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

26. COUNTERPARTS: This Agreement may be executed in up to four (4) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

27. COSTS AND ATTORNEY'S FEES: If either City or Provider is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

28. CONFLICT: In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

29. WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year written below.

ATTEST:

THE CITY OF MIRAMAR

Yvette M. McLeary, City Clerk

By: _____
Robert Payton, City Manager

Date: _____

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

City Attorney
Weiss, Serota Helfman
Pastoriza Cole & Boniske, P.L.

WITNESS:

“PROVIDER”

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

(CORPORATE SEAL)

SECTION 5 BID COVER SHEET

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

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

SECTION 6 BIDPRICE SHEET

6-1 COST OR PRICING DATA FOR PRICE BID

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

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

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

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

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

**SECTION 6
BID PRICE SHEET (CONT.)**

Firm, fixed, hourly rate, including all costs and expenses (direct labor, benefits, overhead costs, etc.) for a school crossing guard's services to the City inclusive all overhead, administrative fees, cost of equipment and uniforms, and any benefits, in accordance with the minimum specifications:

\$ _____

TAXPAYER IDENTIFICATION NUMBER (TIN): _____

BIDDER'S NAME: _____
(Company Name)

By: _____
(Principal's Signature)

(Printed Name & Title)

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

**SECTION 7
ADDENDA ACKNOWLEDGEMENT FORM**

Addendum #

Date Received

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

PROPOSER:

(Company Name)

(Signature)

(Printed Name & Title)

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

**SECTION 8
BIDDER INFORMATION FORM**

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

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

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

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

- (5) Describe experience providing Crossing Guard Services for similar (government) organizations:

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

_____ yes _____ no

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

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

(7) Please list five Government contract references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

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

**SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS**

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

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

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

SECTION 10 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

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

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**SECTION 10
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

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