



# CITY OF HOLLYWOOD, FLORIDA

CITY OF HOLLYWOOD  
PROCUREMENT SERVICES  
DIVISION

## PROCUREMENT SERVICES DIVISION

2014 JUN 17 PM 3:02

### Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

Date 6/12/2014

Department/Office Police Department

Division/Area Spc Ops

Contact Person Selina Hightower

Title Lieutenant

Phone 954-967-4567

Email shightower@hollywoodfl.org

1. Requested Vendor Kemp Group International

Vendor Number 31049

Address P.O. Box 471614, Miami FL 33247 (Mailing Address)  
2111 SW 60 Way, Miramar, FL 33023

Contact Person Joseph Faluade

Title Manager

Phone (954) 437-7294

Email kempgroupintl@aol.com

2. Contract title requesting to piggyback? City of Miramar School Crossing Guards, Bid #11-008

Awarding Agency City of Miramar, Florida

Contract Expiration Date August 21, 2014

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific). To provide school crossing guard services, along with the supply of uniform shirts, equipment (safety vests, stop signs and raincoats).

4. Detailed description of the products/services function and purpose. The requested vendor shall be responsible for providing school crossing guard services of (59) crossing guards and (4) supervisors, at locations specified by the City at all times when students are traveling to and from school. The requested vendor

*Procurement Service Division use only*

Requisition # R  
(As Applicable)

Purchase Order # P  
(As Applicable)

Blanket Purchase Order # BPO 3002614  
(As Applicable)

will provide uniform shirts, equipment (safety vests, stop signs and raincoats), conduct background checks, administer training and yearly re-certification.

5. Please explain what process the Department/Office took to verify and/or identify this contract. The City of Hollywood Procurement Services Department reached out to other agencies in the Cooperative Group to determine what pricing was available for school crossing guard services. The Procurement Department found that the services provided through the City of Miramar from the Kemp Group was closest to what the City's services are at this present time.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain See #5

7. Total cost of the requested product/service. \$381,243.90

8. Total estimated annual (fiscal year) cost of requested product/service. \$381,243.90

Account Number(s) 01.2043.00000.521.003117 \_\_\_\_\_

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) \_\_\_\_\_

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) \_\_\_\_\_

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) \_\_\_\_\_

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? \_\_\_\_\_

What is the grant (dollar) amount? \_\_\_\_\_

Procurement Service Division use only

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO \_\_\_\_\_  
(As Applicable)

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at [www.sam.gov](http://www.sam.gov).

Date of Advanced Search 06/12/2014

Company Name(s) Searched  
Kemp Group International Corp

Search Results

see attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### REQUESTING DEPARTMENT RECOMMENDATION

**Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.**

St. Selma Hight  
Contact Person's Signature 6/19/14

6-13-14  
Date

Al Mayor P. Ash  
Supervisor's Signature

6/13/14  
Date

Col. J. F. Fung  
Director's Signature

06/13/14  
Date

#### APPROVAL (Procurement Service Division Use Only)

Verified By:	<u>JS</u>	Date	<u>6/24/14</u>
Approved By:	<u>Jane V</u>	Date	<u>6-24-14</u>

Procurement Service Division use only

Requisition # R  
(As Applicable)

Purchase Order # P  
(As Applicable)

Blanket Purchase Order # BPO 3002614  
(As Applicable)

## Search Results

**Current Search Terms: KEMP\* GROUP\* international\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

**Glossary****Search****Results**

Entity

Exclusion

**Search****Filters**By Record  
StatusBy  
Functional  
Area - Entity  
ManagementBy  
Functional  
Area -  
Performance  
Information

SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Mailing: PO Box 471614\*Miami FL 33247  
Office: 2111 SW 60 Way\*Miramar FL 33023

KEMP GROUP INTERNATIONAL CORPORATION

June 17, 2014

City of Hollywood  
Hollywood FL

Re: School Crossing Guards Proposal

Attention: Janice English

Below is our proposal for school crossing guards, per City of Miramar school crossing guard agreement, Bid No. 11-008.

We will provide the guards with a safety vest, stop sign, raincoats and uniforms at no additional cost. Kemp Group will be responsible for hiring the school crossing guards, background checks, training, certification, and yearly re-certification.

The City of Hollywood has 59 crossing guards and will use 4 supervisors.

School crossing guards	\$12.45 per man hour (billing rate)
Supervisor	\$12.45 per man hour (billing rate)

The figure below is an estimate only.

The number of schools open for summer changes each year. This summer, it is three (3) schools.

.....

	Days per school year	Hours per day per guard	Total Guards	Hourly Bill Rate	
Crossing Guard	180	2.5	59	\$ 12.45	\$ 330,547.50
Supervisor	180	5	4	\$ 12.45	<u>\$ 44,820.00</u>
					\$ 375,367.50
Summer School					
Crossing Guard	16	2	2	\$ 12.45	\$ 796.80
Crossing Guard	24	2	7	\$ 12.45	\$ 4,183.20
Supervisor	24	3	1	\$ 12.45	<u>\$ 896.40</u>
					<u>\$ 5,876.40</u>
					<u><u>\$ 381,243.90</u></u>

If you have any questions, please feel free to call me or Joe. Thank you.

Sincerely,



Joe Faluade  
Manager

PHONE: (954) 437-7294  
FAX: (954) 437-8952

## ATTACHMENT A

### SCHOOL CROSSING GUARD ASSIGNMENTS

<u>SCHOOL</u>	<u>GUARD LOCATION</u>	<u>POST HOURS</u>	
<b>BETHUNE</b> 2400 MEADE ST Hollywood, FL	3300 Blk./ N. 22 <sup>nd</sup> Ave	7:15 - 8:45AM	3:00- 4:00PM
<b>BOULEVARD HEIGHTS</b> 7201 JOHNSON ST Hollywood, FL	Johnson St. / 72 <sup>nd</sup> Ave	6:45- 8:15AM	1:30- 2:30PM
	Johnson St / 72 <sup>nd</sup> Ave	6:45- 8:15AM	1:30- 2:30PM
	Arthur St / 72 <sup>nd</sup> Ave	6:45- 8:15AM	1:30- 2:30PM
	Johnson St / 7300 Blk	6:45- 8:15AM	1:30- 2:30PM
<b>COLBERT</b> 2700 PLUNKETT ST Hollywood, FL	Plunkett St / 26 <sup>th</sup> Ave	6:45 -8:15AM	1:30 -2:30PM
	Plunkett St / 28 Ave	6:45 -8:15AM	1:30 -2:30PM
	2700 Blk. / Plunkett Street	6:45 -8:15AM	1:30 -2:30PM
	Pembroke Rd / 2700 Blk	6:45 -8:15AM	1:45 -2:45PM
<b>DRIFTWOOD</b> 2700 N. 69 <sup>th</sup> Ave Hollywood, FL	Charleston St. / 72 <sup>nd</sup> Ave	6:45-- 8:15AM	2:00--3:00PM
	Davie Rd. / 74 <sup>th</sup> Ave	6:45-- 8:15AM	2:00--3:00PM
	Charleston St / 68 <sup>th</sup> Ave	6:45-- 8:15AM	2:00--3:00PM
	2800 N. 69 <sup>th</sup> Ave.	6:45-- 8:15AM	1:30--2:30PM
<b>HOLLYWOOD CENTRAL</b> 1700 MONROE ST. Hollywood, FL	Monroe St. / 18 <sup>th</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
	Madison St / 17 <sup>th</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
	Monroe St / 17 <sup>th</sup> Ave	6:45 – 8:15AM	1:30 --2:30PM
<b>HOLLYWOOD HILLS</b> 3501 TAFT ST. Hollywood, FL	Taft St / 35 <sup>th</sup> Ave	6:45 – 8:15AM	1:30 -- 2:30PM
	Johnson St / 35 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
	Taft St / N. Park Rd	6:45 -- 8:15AM	1:45 – 2:45PM
	W. Park Rd / N. 37 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 –3:00PM
	37/N. Longfellow Cir	6:45 – 8:15AM	1:45 – 2:45PM
<b>HOLLYWOOD PARK</b> 901 N. 69 WAY Hollywood, FL	6900 Blk. / Johnson St.	7:00 -- 8:30AM	1:45 – 2:45PM
	1000 Blk. / N. 69 <sup>th</sup> Way	7:00 – 8:30AM	1:45 – 2:45PM

**OAKRIDGE**  
1507 N. 28 AVE  
Hollywood, FL

N. 27 <sup>th</sup> Ave. / Roosevelt St.	6:45 – 8:15AM	1:30 – 2:30PM
N. 26 <sup>th</sup> Ave / Roosevelt St.	6:45 – 8:15AM	1:30 – 2:30PM
Sheridan St / N. 23 <sup>rd</sup> Ave	6:45 – 8:15AM	2:00 -- 3:00PM
N. 26 <sup>th</sup> Ave / Johnson St.	6:45 – 8:15AM	2:00 -- 3:00PM
2600 Blk. / Taft St.	6:45 – 8:15AM	1:30 -- 2:30PM

### **SCHOOL CROSSING GUARD ASSIGNMENTS**

#### **SCHOOL**

#### **GUARD LOCATION**

#### **POST HOURS**

**ORANGEBROOK**  
715 S. 46 AVE  
Hollywood, FL

Jefferson St / S. 46 <sup>th</sup> Ave	6:45 – 8:15AM	1:45 – 2:45PM
Washington St / S. 46 <sup>th</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
Washington St / S. 52 <sup>nd</sup> Ave	6:45 – 8:15AM	1:45 – 2:45PM
Washington St / S. 56 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
Washington St / S. 60 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
Washington St / S. 60 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM

**SHERIDAN HILLS**  
5001 THOMAS ST.  
Hollywood, FL

2400 Blk. / N. 56 <sup>th</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
Taft St / N. 56 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
Thomas St / N. 51 <sup>st</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
5000 Blk. / W Park Rd	6:45 – 8:15AM	1:45 – 2:45PM

**SHERIDAN PARK**  
2310 N. 70 TERR  
Hollywood, FL

Thomas St / N. 66 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
Thomas St / N. 68 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
Sheridan St / N. 72 <sup>nd</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
Sheridan St / N. 70 <sup>th</sup> Terr	6:45 – 8:15AM	1:30 – 2:30PM
Lee St / N. 70 <sup>th</sup> Terr.	6:45 – 8:15AM	1:30 – 2:30PM
Sheridan St / N. 72 <sup>nd</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
Sheridan St / N. 70 <sup>th</sup> Terr	6:45 – 8:15AM	1:30 – 2:30PM
Thomas St. / N. 70 <sup>th</sup> Terr	6:45 – 8:15AM	1:30 – 2:30PM

**STIRLING**  
5500 STIRLING RD.  
Hollywood, FL

5500 Blk. / N. Hills Drive	6:45 – 8:15AM	1:30 – 2:30PM
N. 56 <sup>th</sup> Ave / Douglas St	6:45 – 8:15AM	2:00 – 3:00PM

**WEST HOLLYWOOD**  
6301 HOLLYWOOD BLVD.  
Hollywood, FL

Hollywood Blvd. / N. 63 <sup>rd</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
100 Blk. / N. 64 <sup>th</sup> Ave	6:45 – 8:15AM	1:30 – 2:30PM
Johnson St. / N. 64 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
Hollywood Blvd. / 60 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 – 3:00PM
Hollywood Blvd. / 60 <sup>th</sup> Ave	6:45 – 8:15AM	2:00 -- 3:00PM

**OLSEN MIDDLE SCHOOL**  
330 SE 11<sup>th</sup> Terr.  
Dania, FL

Federal Hwy / Sheridan St.	6:15 -- 7:45AM	1:30 – 2:30PM
Federal Hwy / Sheridan St	6:15 – 7:45AM	1:30 – 2:30PM

# **INVITATION FOR BID SCHOOL CROSSING GUARD SERVICES**

**INVITATION FOR BID #11-008**



**The City of Miramar Commission:**

**Mayor Lori C. Moseley  
Vice Mayor Winston F. Barnes  
Commissioner Alexandra P. Davis  
Commissioner Yvonne Garth  
Commissioner Troy R. Samuels**

**Robert Payton, City Manager  
The City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025**

**DATE ISSUED: Monday, February 7, 2011**

**CLOSING DATE: Monday, March 7, 2011 AT 2:00 PM**

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## **INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BID**

Each Bid submitted to The City of Miramar (hereinafter the "City") will have the following information clearly marked on the face of the envelope:

- a) Successful Bidder(s) name and return address;
- b) Solicitation number;
- c) The Solicitation Due Date & Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Bid being deemed "Non-Responsive" if the City determines that the Bid resulted in prejudice to other Bidder(s). The Successful Bidder(s) shall have no grounds to protest, should such Bids that have failed to include the information described above, be opened in error.

All Bids must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. An unbound one-sided original and six (6) bound copies (**a total of seven [7]**) of the complete Bid must be received by the deadline for receipt of Bids specified in the Solicitation Timetable. Each package must contain a cover page stating the Bidder(s) name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Due Date and Time. The original, and all copies, must be submitted in a sealed envelope (preferably the one provided by the City) or container stating on the outside the Bidder(s) name, address, telephone number, the Solicitation number, the Solicitation title and the Solicitation Due Date & Time, to:

**OFFICE OF THE CITY CLERK  
THE CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025**

Bids submitted at the same time for different Invitations for Bid shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Bids not being considered.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

**MONDAY, March 7, 2011 AT 2:00 PM**

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER(S). THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address during the City's regular business hours, Mondays through Thursday, excluding holidays observed by the City, but not beyond the Due Date and Time. Bidder(s) are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bid Cover Sheet (Section 5 – Bid Cover Sheet) must be signed by an authorized officer of the Bidder(s) who is legally authorized to enter into a contractual relationship in the name of the Bidder(s). The submittal of a Bid by a Bidder(s) will be considered by the City as constituting an offer by the Bidder(s) to perform the required services, and/or provide the required goods, at the price stated by the Bidder(s).

## **SECTION 1**

### **GENERAL TERMS AND CONDITIONS**

#### **1-1**

#### **DEFINITIONS**

1. The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.
2. The term "City" shall refer to The City of Miramar, Florida, or its City Commission, as applicable.
3. The term "Contract" shall refer to the Contract that may result from this Invitation For Bid.
4. The terms "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
5. The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder(s) in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.
6. The term "Procurement Department" shall refer to the Procurement Department of the City of Miramar.
7. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bid.
8. The term "Bidder(s)" shall refer to anyone submitting a Bid in response to the Invitation for Bid.
9. The terms "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bid.
10. The terms "Invitation for Bid", "IFB", or "Solicitation" shall mean this Invitation for Bid including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.
11. The terms "SubContractor" & "SubConsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder(s), who contract with the Successful Bidder(s) to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder(s).
12. The terms "Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Bidder(s) in

accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

## 1-2

### AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained from DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling 1 (800) 711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service (USPS). Bidder(s) are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Bidder(s). DemandStar does charge a nominal fee for the distribution.

Bidder(s) choosing to register with DemandStar may do so on-line at [www.demandstar.com](http://www.demandstar.com) or by requesting a faxed registration form from (800) 711-1712.

**Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the potential Bidder(s) contact person, the potential Bidder(s) name, complete address to be mailed to, telephone number, and fax number.

Bidder(s) who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidder(s) are solely responsible for those risks.

## 1-3

### CONE OF SILENCE

Bidder(s) are hereby notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising, and until the City Commissioners approve an award, there is a prohibition on communication by Bidder(s) (or anyone on their behalf) with the City's professional staff. This does not apply to oral communications at Pre-Bid conferences, oral presentations before evaluation committees, contract negotiations, public presentations made to the City Commissioners during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission, of matters not concerning this Solicitation.

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Bidder(s)

shall render their Bid to be deemed non-responsive, and any award to Bidder(s) voidable.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department  
The City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
(954) 602-3054  
Fax: (954) 602-2525

#### **1-4**

#### **CONTENTS OF SOLICITATION**

a) General Conditions.

1) It is the sole responsibility of the Bidder(s) to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder(s) of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Bidder(s) is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or State and Federal Statutes, Rules, or Regulations.

b) Additional Information/Amendment

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven (7) working days prior to the Solicitation Due Date & Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Department will issue a response to any inquiry if it deems it necessary, by written amendment to the Solicitation, issued prior to the Solicitation Due Date & Time. The Bidder(s) shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where

there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder(s) responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder(s) further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. The Bidder(s) shall submit the Bid form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**" with their Bid.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last amendment issued, the Specifications or Statement of Work, the Special Conditions, the General Terms and Conditions and then the Sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Bidder(s) to verify the Due Date and time by calling the City's Procurement Office at (954) 602-3052.

## 1-5

### PREPARATION AND SUBMISSION OF A BID

a) Preparation/Submission.

1) The Bid Forms shall be used when submitting a Bid. Use of any other forms shall result in the Bidder(s) Bid being deemed "Non-Responsive."

2) The Bid will either be typed or completed legibly in ink. The Bidder(s) authorized agent will sign the Bid Forms in ink, and all corrections made by the Bidder(s) shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) Any telegraphic or facsimile Bid shall not be considered.

4) The apparent silence of the specifications or the omission from the specifications of a detailed description concerning any materials or services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications shall be made upon the basis of this Solicitation.

b) Vendor Registration is **not** required.

The City utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid. The City does **not** require the Bidder(s) to complete a registration application with the DemandStar to be recommended for the award of any Contract. Registration with DemandStar is optional, at the sole discretion of the Bidder(s). Bidder(s) may register on-line at [www.DemandStar.com](http://www.DemandStar.com) or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms are available from Procurement Department.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any 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 goods and/or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder(s) or, Supplier, or SubSuccessful Bidder(s) or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

e) Preference for Local Bidders.

All Public Bids or Bids for commodities and services are subject to the Preference for Local Bidder(s) as defined in Section 2-258 of the City's Code,

unless exempted in that Section. The City grants a preference in the amount of two (2) points or two percent (2%), as appropriate, of the total score or percentile used in tabulating the Bids, to Local Bidders.

f) Drug-free Workplace Preference.

All Public Bids are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Program as defined in Section 2-260 of the City's Code. The City grants a preference to a business with drug-free workplace program, whenever two (2) or more Bids are equal with respect to price, quality, and services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Bidder(s) shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

g) Anti-Kickback Affidavit.

All Bidder(s) shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

h) Non-Collusion Declaration.

All Bidder(s) shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder(s), firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder(s), or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder(s), or any person interested in the proposed work. All Bidder(s) shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

i) Non-Discrimination Affidavit.

All Bidder(s) shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of services. Bidder(s) shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on 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. All Bidder(s) shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

j) Business/Vendor Profile Survey.

All Bidder(s) shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

k) Request for Taxpayer Identification Number and Certification.

All Bidder(s) shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

l) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder(s) acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

m) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, of Florida Statutes. Bidder(s) shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the City at the time of the Bid, or at the time of occurrence of the Conflict of Interest thereafter.

n) Collection of Fees, and Taxes

By acceptance of a Contract, the Successful Bidder(s) acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, and taxes prior to recommending a Bidder(s) for the award of any Contract.

**1-6**

**MODIFICATION OR WITHDRAWAL OF A BID**

a) Modification of a Bid.

Any modification of a Bid by the Bidder(s) shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date & Time. The Bidder(s) shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder(s) stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition the envelope shall be marked

with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Due Date & Time.

b) Withdrawal of a Bid.

A Bid may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Due Date & Time. A Bid may also be withdrawn after one-hundred and eighty (180) calendar days after the Solicitation Due Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder(s).

**1-7**

**LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Bids received after the Solicitation Due Date & Time shall not be accepted, opened, or considered. Modifications of Bids received after the Solicitation Due Date & Time shall also not be accepted or considered. Withdrawals of Bids received after the Solicitation Due Date & Time or prior to the expiration of One-hundred and eighty (180) calendar days after the Solicitation Due Date & Time shall not be accepted or considered.

**1-8**

**SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation, or in the Bids received as a result of this Solicitation.

**1-9**

**COST OF BIDS**

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, or for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by a contract duly approved by the Commissioners of the City.

#### **1-10**

#### **ORAL PRESENTATIONS**

The City may require Bidder(s) to perform an oral presentation in support of their Bids or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration will be performed before the Evaluation/Selection Committee or the Commissioners of the City. If required, the City shall notify Bidder(s) with as much advance notice as possible, prior to the date of such a presentation.

#### **1-11**

#### **EXCEPTIONS TO THE SOLICITATION**

Bidder(s) may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder(s) cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception, and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid non-responsive. **BIDDER(S) TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions, or accept any Bid with an exception. Bidder(s) are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

#### **1-12**

#### **PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidder(s) are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Bids in person must make an appointment by calling the Procurement Department of the City, at (954) 602-3054.

All Bids submitted in response to this solicitation become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

**1-13**

**EVALUATION OF BIDS**

a) Rejection of Bid.

1) The City may reject any Bidder(s) Bid and award to the next highest scoring evaluated, responsive, responsible Bidder(s);

or

The City may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if the Bidder(s) does not accept, or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the goods and/or services required by this Solicitation. The Bidder(s) must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the goods and/or services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder(s) site or hold a pre-award qualification hearing to determine if the Bidder(s) possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Bidder(s), including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder(s) to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

e) Copy of Abstract of Bids.

The Bidder(s) who desires to receive a copy of the Abstract of Bids (i.e., Bid Tabulation/Tally Sheet) shall enclose a self addressed/stamped envelope (correct size of envelope and postage is a must depending on the amount of information involved,) plus a fee of \$1.00 (check or money order, do not send cash) payable to the City of Miramar, Finance Department for any reproduction costs, when submitting its Bid. Unless the fee and postage accompany the Bid or a subsequent request, a copy of the Abstract of Bids will not be sent. A copy will be made available through [www.DemandStar.com](http://www.DemandStar.com). A copy may also be requested in person from the Procurement Department, at 2300 Civic Center Place, Miramar, FL, by providing the reproduction and mailing costs of \$1.00 payable to the City of Miramar, Finance Department. Bid results will not be given out by telephone or facsimile.

#### 1-14

#### **NO NEGOTIATIONS**

The City shall award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Bidder(s) best efforts.

#### 1-15

#### **AWARD OF A CONTRACT(S)**

a) Contract(s).

This Solicitation may contain a sample of the Contract(s) entitled "**SAMPLE CONTRACT**". After award, a Contract(s) similar to that, inclusive of all attachments and any modifications that the City, in its sole discretion, may make, will constitute the entire Contract(s) between the parties. No rights shall inure to the benefit of any Bidder(s) pursuant to this Solicitation until the Contract has been executed by both parties thereto.

b) Additional Information.

The award of a Contract(s) may be preconditioned on the subsequent submission of other documents, as specified in the Special Conditions or Specifications. The Successful Bidder(s) shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Bidder(s) is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City, may award any Contract(s) to the next lowest, responsive, responsible Bidder(s).

c) Independent Contractor(s).

The Successful Bidder(s) shall be a contractor(s) operating independently from the City. All employees and contractor(s) to the Successful Bidder(s) shall be considered to be, at all times, the sole employees or contractor(s) of the Successful Bidder(s) under its sole discretion and not an employee, contractor(s), or agent of the City. Nor shall employees and contractor(s) to the Successful Bidder(s) enjoy any privity of contract(s) with the City. Neither the Successful Bidder(s) nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractor(s). The City may require the Successful Bidder(s) to remove any employee or contractor(s) it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City.

d) Contract Extension.

The City reserves the right to automatically extend any Contract(s) for up to one hundred and eighty (180) calendar days beyond the stated Contract(s) term, under the same terms and conditions of said Contract(s). The City shall notify the Successful Bidder(s) in writing of such extensions. Additional extensions beyond the first one hundred and eighty (180) day extension may occur, if, approved by the City's Commission with the mutual agreement of the City and the Successful Bidder(s).

e) Limited Contract(s) Extension

Any specific work assignment which commences prior to the termination date of any Contract(s) and which will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract(s).

f) Warranty

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract(s).

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder(s) guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract(s). The City is not obligated to place any order for a given amount subsequent to the award of any Contract(s). Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the lowest responsive, responsible Bidder(s) meeting specifications.

h) Non-Exclusive Contract(s).

Although the purpose of this Solicitation is to secure a Contract(s) that can satisfy the total needs of the City, it is hereby agreed and understood that any Contract(s) does not constitute the exclusive rights of the Successful Bidder(s) to receive all orders that may be generated by the City in connection with the types of products and/or services requested, unless otherwise stated herein.

**1-16**

**RIGHT OF APPEAL**

a) After a notice of intent to award a contract(s) is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract(s) or any element of the process leading to the award of the contract(s) may protest to the Chief Procurement Officer. The intent to award will be posted as soon as feasible after the opening of the bid on the bulletin board in the lobby of City hall near the chambers. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Chief Procurement Officer.

b) The City shall require a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one percent (1%) of the amount of the pending award or five thousand (\$5,000.00) dollars.

**1-17****BIDDER(S) AND RESULTING SUCCESSFUL BIDDER(S) OBLIGATIONS**

- a) Rules, Regulations, Licensing, and Other Requirements

The Bidder(s) shall comply with all laws and regulations applicable to the goods and/or services contained in this Solicitation. The Bidder(s) is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the goods and/or services offered.

- b) Conditions of Packaging and Packaging Materials

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

**1-18****REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS**

All Contracts with the City for purchase of supplies, materials, or services, including professional services which involve the expenditure of \$25,000 or more, shall require that the Bidder(s) submits with its Bid a listing of all first-tier subcontractors or subconsultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the Successful Bidder(s). In addition, the Successful Bidder(s) shall not change or substitute subcontractors, subconsultants, or suppliers from those listed in the Bid except upon written approval of the City.

All Bidder(s) shall submit the completed Bid form entitled "**BIDDER(S) DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

**END OF SECTION**

## **SECTION 2 SPECIFIC TERMS AND CONDITIONS**

### **2-1**

#### **PURPOSE: TO ESTABLISH A CONTRACT FOR CROSSING GUARD SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF MIRAMAR**

The purpose of this Solicitation is to establish a Contract for the City for school crossing guard services at various locations within the City as specified herein, from a Successful Bidder(s) that will provide prompt, reliable and professional service. Specifically, the purpose is to select a qualified Service Provider to perform the services of school crossing guards at various locations within the City during all times when school is in session and students are traveling to and from school facilities.

The City is herein requesting Bid(s) from experienced, fully-qualified, certified and licensed companies, hereinafter referred to as the "Bidder", to provide the Services described herein for the City.

### **2-2**

#### **SOLICITATION TIMETABLE**

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB advertised	MONDAY, February 7, 2011
Solicitation available for distribution:	MONDAY, February 7, 2011
Deadline for receipt of questions:	MONDAY February 21, 2011
Time:	5:00 pm
Deadline for receipt of Bids:	MONDAY, March 7 , 2011
Time:	2:00 pm

Staff recommendation for award and approval of award by the City Commission will follow.

**2-3****TERM OF CONTRACT: FOR TWO (2) YEARS WITH THREE (3) OPTIONAL ONE (1) YEAR PERIODS**

The Contract(s) resulting from this Solicitation shall commence upon the date stipulated in the Contract(s) issued by the City and shall remain in effect for a period of two (2) years, with three (3) options to renew for an additional one (1) year, provided that the services and commodities provided by the Successful Bidder(s) are satisfactory to the City and that City funding is available as appropriated on an annual basis, and provided that there is mutual agreement of the parties as to compensation.

The prices quoted shall prevail for a two (2) year period from the effective date of the Contract(s), at which time the City Commission shall have the option to extend for an additional three (3) years, on a year to year basis. It shall be further understood that the City reserves the right to reject any price adjustment submitted by the Successful Bidder(s), and/or to terminate the Contract(s) based upon such price adjustments. Continuation of the Contract(s) beyond the initial period is a prerogative of the City Commission, not a right of the Successful Bidder(s). This prerogative will only be exercised when such continuation is clearly in the best interest of the City.

Services provided by contractor pursuant to this IFB shall commence the first day of class for the Broward County Public Schools, August 22, 2011.

NOTE: SHOULD THE CITY COMMISSION EXERCISE THE OPTION TO RENEW, IT SHALL BE ONLY FOR THOSE SERVICES ORIGINALLY AWARDED.

**2-4****METHOD OF AWARD: TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER(S)**

The award of any Contract(s) resulting from this Solicitation will be made to the Lowest, Responsive, Responsible Bidder(s) and whose Bid(s) will be most advantageous to the City.

**2-5****METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED**

The Successful Bidder(s) shall submit fully documented invoices within thirty (30) calendar days after the services have been rendered. These invoices shall be submitted to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, the dates or period that the Service(s) were provided in the prior thirty (30) days.

## **2-6**

### **PRE-BID CONFERENCE (Not Scheduled)**

- a) A Pre-Bid conference has not been scheduled.
- b) Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Bidder(s) shall render their Bid to be deemed non-responsive, and any award to Bidder(s) voidable.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department  
The City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
(954) 602-3054  
Fax: (954) 602-2525

## **2-7**

### **PERFORMANCE BOND BASED ON TOTAL BID PRICE**

a) The Successful Bidder(s) to whom an award is made shall duly execute and deliver to the City a Performance Bond in the amount of the total Bid price. The Successful Bidder(s) may deliver multiple bonds in lieu of a single bond, as long as the aggregate total of these bonds equals the amount specified above. The bonds shall be delivered to the City within fifteen (15) calendar days after the notice of award is issued. If the Successful Bidder(s) fails to deliver the Performance and Payment Bond within this specified time, including any granted extensions, the City shall declare the Successful Bidder(s) in default of the contractual terms and conditions, and the City shall not accept any Bid from the Bidder(s) for a twenty-four (24) month period following such default.

b) The following specifications shall apply to the bond required above:

1) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with at least BV qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company of Oldwick, New Jersey.

2) On contract amounts of \$500,000.00 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

i) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and

ii) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

iii) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under SS. 31 U.S.C. 9304 9308. Surety insurers shall be listed in the latest Circular 570 of the United States Department of Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

3) For Contracts in excess of \$500,000.00 the provisions of this Section B will be adhered to plus a company must have been listed for at least three consecutive years, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the Treasury list.

4) Surety Bonds guaranteed through the United States Government Small Business Administration (SBA) or Successful Bidder(s) Training and Development, Inc. will also be accepted.

5) In lieu of a Performance Bond, a cash bond in the form of a certified cashier's check made out to the City of Miramar will be acceptable. All interest will accrue to the City during the life of the Contract and as long as the funds are being held by the City.

6) The attorney in fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of the power of attorney authorizing the officer to do so. The Contract bond must be counter signed by the surety's resident Florida agent.

c) Further, if such a claim is made or is pending, the Bidder(s) may, at its option and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the Successful Bidder(s) and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the Bidder(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually

agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## 2-8 INSURANCE

The Successful Bidder(s) agrees that he or she will, in the performance of work and services under the Contract, comply with all Federal, State and Local laws and regulations now in effect or hereinafter enacted during the term of the Contract that are applicable to the Successful Bidder(s), its employees, agents or SubSuccessfulBidder(s), sub-consultants, if any, respect to the work and services described herein.

The Successful Bidder(s) shall obtain at Successful Bidder(s) expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under the Contract including, but not limited to, Workers' Compensation Insurance, Unemployment Insurance, Professional Liability Insurance, and all other insurance required by law. The Successful Bidder(s) shall maintain such Insurance in full force and effect during the life of the Contract. The Successful Bidder(s) shall provide to the City's Risk Manager, or designee, Certificates of all insurances required under this section prior to beginning any work under the Contract.

The Successful Bidder(s) shall maintain in full force and effect during the life of the Contract, Workers' Compensation insurance covering all employees in performance of work under the Contract. The Successful Bidder(s) shall make this same requirement of any of its subcontractors and subconsultants.

The Successful Bidder(s) shall indemnify and save the City harmless from any damages resulting to the City for failure of either the Successful Bidder(s) or any of their subcontractors and/or subconsultants to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Successful Bidder(s) agrees to maintain during the term of the Contract:

GENERAL LIABILITY	PER OCCURRENCE	AGGREGATE
Comprehensive	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		
Explosion and Collapse		
Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		