



CITY OF WESTON, FLORIDA

SCHOOL CROSSING GUARD SERVICES

REQUEST FOR PROPOSALS
NO. 2023-02

CITY OF WESTON, FLORIDA

REQUEST FOR PROPOSALS NO. 2023-02

SCHOOL CROSSING GUARD SERVICES

INDEX

PROPOSAL DOCUMENTS:

SECTION 1 NOTICE TO PROPOSERS

SECTION 2 GENERAL INSTRUCTIONS TO PROPOSERS

SECTION 3 EVALUATION OF THE PROPOSAL

SECTION 4 PROPOSAL SECURITY

SECTION 5 PROPOSAL FORMS

AGREEMENT DOCUMENTS:

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida will be accepting sealed proposals for:

SCHOOL CROSSING GUARD SERVICES REQUEST FOR PROPOSALS ("RFP") NO. 2023-02

The CITY is requesting proposals from qualified firms to provide crossing guard services for schools throughout the City of Weston (CITY).

In accordance with Florida Statutes, Section 316.75, PROPOSERS shall provide crossing guards at locations specified by the CITY and shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

PROPOSER QUALIFICATIONS

Proposals will only be considered from firms that are regularly engaged in the business of providing school crossing guard services as required in this solicitation. PROPOSER must be able to demonstrate a record of exceptional performance and have sufficient financial resources and organization to ensure that they can satisfactorily provide the services required.

PROPOSERS shall have a minimum of five (5) years of experience from the date that this RFP is issued, in providing required school crossing guard services for government agencies that utilize a minimum of 50 school crossing guards during each school day. Firms with other existing agreements with the CITY may submit proposals.

PROPOSERS shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a primary or branch office in Miami- Dade, Broward or Palm Beach County, Florida.

MANDATORY PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference shall be held on **March 27, 2023 at 2:30 p.m.** local time. All PROPOSERS planning to submit a proposal are required to attend this conference. Failure of a PROPOSER to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the CITY, shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex as follows:

| | |
|------------------------------|--|
| Event: | Pre-proposal Conference for RFP No. 2023-02 for School Crossing Guard Services |
| Event address for attendees: | https://westonfl.webex.com/westonfl/j.php?MTID=m168c7bc200a4938f18d8f2f169dfea81 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number |
| Date and Time: | Monday, March 27, 2023 2:30 PM Eastern Standard Time (New York, GMT-05:00) |
| Event Number: | 2300 013 2535 |
| Event Password: | weston (937866 from phones) |
| Audio conference: | Join by phone 415-655-0001 US Toll 2300 013 2535 |

PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on April 13, 2023 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

| | |
|------------------------------|--|
| Event: | Opening for RFP No. 2023-02 for School Crossing Guard Services |
| Event address for attendees: | https://westonfl.webex.com/westonfl/j.php?MTID=m99b8e62e80be4b87a0671e2fb1e35e08 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number |
| Date and Time: | Thursday, April 13, 2023 2:00 PM Eastern Standard Time (New York, GMT-05:00) |
| Event Number: | 2300 989 5277 |
| Event Password: | Weston (937866 from phones) |
| Audio conference: | Join by phone 415-655-0001 US Toll 2300 989 5277 |

AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy RFP No. 2023-02 School Crossing Guards Services by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to the CITY or a cashier's check made payable to the "City of Weston" in the amount of \$5,000.00 will be required to be submitted with the proposal.

QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement , Martha Perez-Garviso at mperezgarviso@westonfl.org, with "RFP No. 2023-02 School Crossing Guards Services"** in the subject line, at least five business days prior to submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Margaret Brown, Mayor
Mary Molina-Macfie, Commissioner
Byron L. Jaffe, Commissioner
Chris Eddy, Commissioner; and
Henry Mead, Commissioner

Kara Petty, Director of Parks and Recreation, Selection Committee Member;
Cindy Tao, Director of Accounting, Selection Committee Member;
Reddy Chitepu, Director of Public Works, Selection Committee Member;
Andrew Matusevich, Assistant Director of Landscaping, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - A. Reject any or all proposals;
 - B. Waive any informality in a proposal;
 - C. Waive any deficiency or irregularity in the selection process;
 - D. Accept or reject any or all qualifications statements in part or in whole; and
 - E. Request additional information as appropriate.

2. The City Commission reserves the right to:
 - A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and

- B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
- C. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
- D. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso
Director of Procurement
City of Weston

Published: March 15, 2023

SECTION 2

GENERAL INSTRUCTIONS TO PROPOSERS

2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

2.2 Intent

The CITY is requesting proposals from qualified firms to provide crossing guard services for schools throughout the City of Weston (CITY).

In accordance with Florida Statutes, Section 316.75, PROPOSERS shall provide crossing guards at locations specified by the CITY and shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected PROPOSER(s) who shall perform the work or provide services. Information the CITY deems necessary to make a determination shall be provided by PROPOSER upon request.

2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. A PROPOSER's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

2.4 Mandatory Virtual Pre-Proposal Conference

- A. At the virtual pre-proposal conference, representatives of the CITY shall be available to answer questions and explain the intent of the RFP or the Agreement. Questions about the RFP or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.

- B. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFP or the Agreement which the CITY deems appropriate for clarification.

2.5 Proposal Copies and Original

The Proposal package shall contain one (1) unbound original set and one (1) digital copy in Adobe PDF format on a CD/USB drive. Each copy shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

2.6 Proposal Packaging

The proposal shall include all items identified in the above Section 2.5 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples. The outside of the sealed package must clearly indicate the submitting "**RFP No. 2023-02 School Crossing Guard Services**". PROPOSER's name, address, telephone number and a specific contact person should be included on the outside of the box.

All PROPOSERS are advised that the CITY shall not supply or sell materials to PROPOSER's in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

2.7 Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a PROPOSER to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the PROPOSER and the proposal may not be considered.
- B. Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on www.sunbiz.org (or other such corporate officer if listed on www.sunbiz.org and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.
- C. Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on www.sunbiz.org. The address and state of organization of the limited liability company shall be shown below the signature.

- D. Proposals by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

2.8 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.
- D. The following forms shall be completed and submitted with the Proposal:
 - Proposal Form 1: PROPOSER 's Statement of Organization
 - Proposal Form 2: Personnel
 - Proposal Form 3: References
 - Proposal Form 4: Non-Collusion Affidavit
 - Proposal Form 5: Drug-Free Workplace
 - Proposal Form 6: Independence Affidavit
 - Proposal Form 7: Acknowledgment of Addenda
 - Proposal Form 8: Proposal Security
 - Proposal Form 9: Scrutinized Companies
 - Proposal Form 10: E-Verify Affidavit
 - Proposal Form 11: Public Entity Crimes
 - Proposal Form 12: Certification to Accuracy of Proposal
 - Exhibit B: Fee Schedule
 - Exhibit C: CONTRACTOR's Subcontractors List
 - Exhibit D: Transition Plan
 - Statement of Financial Stability
- E. In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFQ are (exempt or not exempt) from public records pursuant to F.S. §119.071(1)(c), as this project (does or does not) meet the City Code definition of a public works project.

- F. The following items shall be submitted by the successful PROPOSER after the award of the Agreement (at the time specified herein).
- Exhibit A: Certificate of Insurance
 - Exhibit E: Performance & Payment Security

2.9 Submittal, Receipt and Opening of Proposals

- A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

- B. The official clock at CITY Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.
- C. PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

2.10 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

- A. Once a proposal has been submitted to the CITY by the Proposal Submittal Deadline, it shall not be returned to the PROPOSER.
- B. The withdrawal, modification or correction of a proposal after it has been submitted to the CITY shall constitute a breach by the PROPOSER.

2.11 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

2.12 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such PROPOSERS are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary PROPOSER or shall be combined into a single legal entity. The CITY shall only consider one proposal from one PROPOSER.

2.13 Additional Terms and Conditions

No additional terms and conditions submitted by a PROPOSER shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP or the Agreement.

2.14 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the CITY to all PROPOSERS who attend the mandatory pre-proposal conference.

Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

2.15 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.
- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, the PROPOSER shall immediately disclose such information to the CITY. Failure to do so may result in the proposal being disqualified, at the CITY's sole discretion.

2.16 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - 1. Reject any or all proposals;
 - 2. Waive any informality in a proposal;
 - 3. Waive any deficiency or irregularity in the selection process;
 - 4. Accept or reject any or all qualifications statements in part or in whole; and
 - 5. Request additional information as appropriate.

B. The City Commission reserves the right to:

1. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
2. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
3. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
4. In the event of a sole proposal, reject the sole proposal.

2.17 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

2.18 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- B. By submitting a response, the PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

2.19 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the PROPOSER shall furnish to the CITY, proof of insurance as required herein.

2.20 Protest Procedures

- A. Standing: Parties that are not actual PROPOSERS, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

- B. Protest of Failure to Qualify: Upon notification by the CITY that a PROPOSER is deemed non-responsive and/or non-responsible, the PROPOSER who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. A protest may be filed with prior notice to the Office of the City Clerk at City Hall during the following operating hours:
- Monday-Thursday from 8:00 a.m. to 5:30 p.m. & Friday from 8:00 a.m. to 3:00 p.m.
- C. Protest of Award of Agreement: After a notice of intent to consider award of agreement is posted, a PROPOSER who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Office of the City Clerk by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. A notice to consider rejecting all proposals is subject to the protest procedure.
- D. Content and Filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Office of the City Clerk. The official clock at City Hall reception desk shall govern.
- E. Protest Bond: A PROPOSER filing a protest of failure to qualify and/or a protest of award of agreement shall simultaneously provide a protest bond to the CITY in the amount of \$10,000 or 2% of the proposal value, whichever is greater, for each protest. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check.
- F. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission or the Selection Committee shall serve on the Protest Committee. Each Protest Committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the Protest Committee. The meeting of the Protest Committee shall be open to the public and all of the actual PROPOSERS shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. All of the actual PROPOSERS shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the City Commission.

- G. Stay of Award of Agreement or RFP Process: In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the CITY. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.
- H. Appeals to City Commission: Any actual PROPOSER who is aggrieved by a determination of the Protest Committee may appeal the determination to City Commission by filing an appeal with the Office of the City Clerk by close of business on the third business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Office of the City Clerk. An appeal may be filed in person at City Hall with prior notice to the Office of the City Clerk.
- I. Failure to File Protest: An actual PROPOSER that does not formally protest or appeal in accordance with this Section shall not have standing.

2.21 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
 2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
 3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
 4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.

5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

2.22 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

2.23 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian

Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

It shall be the PROPOSER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the PROPOSER's failure to do so.

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SECTION 3

EVALUATION OF THE PROPOSAL

3.1 Selection Committee

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed virtual meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each PROPOSER. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the PROPOSER and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may reject a PROPOSER or qualify a PROPOSER.

3.3 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

3.4 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

- A. PROPOSERS past experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
 - 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 - 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 - 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 - 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 - 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.

6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

****PROPOSERS will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. ****

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the PROPOSER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the PROPOSER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the PROPOSER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

3.5 Evaluation Process

- A. The Selection Committee shall convene at a publicly noticed virtual meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Director of Procurement shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.

The CITY may select the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.
 - 1. PROPOSER's financial ability to perform the services described in the Agreement.
 - 2. Qualifications of the PROPOSER's personnel to be utilized to perform the services pursuant to this RFP and Agreement.
 - 3. PROPOSER's experience and performance on comparable contracts in providing school crossing guard services for government agencies that utilize a minimum of 50 school crossing guards during each school day and that have infrastructure similar in scope, size and complexity as those owned and managed by the CITY.
 - 4. PROPOSER's cost based on Exhibit B - Fee Schedule.
- C. The Selection Committee may interview some or all of the PROPOSERS. During the evaluation process, the Selection Committee may request any or all PROPOSERS to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.
- D. In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

3.6 Licensing and Minimum Qualifications

All proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications.

- A. Experience, Service and Incorporation – CONTRACTOR shall have been in continuous service in Florida (with a Florida resident or branch office), and shall have been continuously incorporated, for a minimum of the past five years from the date that this RFP is issued. CONTRACTOR must have a minimum of five years' experience, from the date that this RFP is issued, in providing school crossing guard services for government agencies that utilizes at least 50 school crossing guards during each school day. CONTRACTOR shall provide background information to include years in business, type of work completed, and references.
- B. License – CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits.

3.6 Award

Following notification of the firm(s) selected, the CITY Commission may authorize the appropriate CITY official to execute an agreement with the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

SAMPLE RANKING FORM

| Evaluation Criteria | Firm #1 | Firm #2 | Firm #3 | Firm #4 |
|--|---------|---------|---------|---------|
| A. PROPOSER's financial ability to perform the services described in the Agreement. | | | | |
| B. Qualifications of the PROPOSER's personnel to be utilized to perform the services pursuant to this RFP and Agreement. | | | | |
| C. PROPOSER's experience and performance on comparable contracts in providing school crossing guard services for government agencies that utilize a minimum of 50 school crossing guards during each school day and that have infrastructure similar in scope, size and complexity as those owned and managed by the CITY. | | | | |
| D. PROPOSER's cost based on Exhibit B - Fee Schedule. | | | | |
| | | | | |
| Total | | | | |
| Ranking | | | | |

SECTION 4
PROPOSAL SECURITY

4.1 Proposal Security

- A. Simultaneous with the delivery of an executed proposal to the CITY, the PROPOSER shall furnish to the CITY a proposal security in the minimum amount of \$5,000.00 as security for the execution of an agreement with the CITY, in the event of such award by the CITY Commission. Failure by the successful PROPOSER to execute an agreement, to furnish a performance and payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the CITY Commission, may result in forfeiture of the proposal security, and may result in cancellation of the award of the Agreement. If the CITY determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the CITY shall notify the PROPOSER of such deficiency, after which the PROPOSER shall have seven calendar days to cure such deficiency. Failure to do so may result in forfeiture of the proposal security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked PROPOSER, or all proposals may be rejected.

- B. The proposal security shall be in the form of a cashier's check payable to "CITY of Weston" and drawn on a bank authorized to do business in the State of Florida, or a proposal bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or proposal bond shall be attached to Proposal Form 8. The proposal security shall be returned subsequent to execution of the Agreement by the successful PROPOSER and the appropriate CITY official.

- C. Qualifications of Surety: Surety companies issuing proposal bonds shall fulfill each of the following provisions, and the PROPOSER shall provide evidence to document such fulfillment:
 - 1. The surety company is licensed to do business in the State of Florida.
 - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.

7. The bond shall be issued by a Florida resident agent.
8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER:

2. Principal Business Address, Phone and Fax Numbers & Email Address:

3. Principal Contact Person(s):

4. Form of PROPOSER (Corporation, Partnership, Joint Venture, Other):

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. If a joint Venture or Partnership, date of Agreement: _____

D. Name and address of all partners (state whether general or limited partnership):

E. If other than a corporation or partnership, describe organization and name of principals.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind PROPOSER.

Name

Title

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name

Address

Title

A. _____

B. _____

C. _____

D. _____

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. _____

B. _____

C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes ___ No ___ If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

- A. Name & title
- B. Years of experience with:
 - This company
 - Other similar companies
- C. Education:
 - Degree(s)
 - Year and specialization

 - Certificates
 - Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 3

REFERENCES

PROPOSERS shall provide at least three references for similar work performed to show evidence of qualifications and previous experience. **This form SHALL be completed and signed by each of the PROPOSER's Reference.** (A fillable PDF of this form is available at <https://www.westonfl.org/home/showpublisheddocument/5619/637920150733900000>)

Solicitation Title: _____

Name of PROPOSER: _____

Bid/RFP/RFQ No: _____ Opening Date: _____

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (Person): _____

2. Name of Firm/Agency: _____

3. Title/Position: _____

4. Email Address: _____ Phone #: _____

5. What type of work or service has the PROPOSER performed for you or your agency and when?
Description of Work/Title of Project

| | |
|--|--|
| | Approximate Completion (Month/Year) |
|--|--|

6. What was the approximate contract value of this work? _____
7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the PROPOSER meet the expectations and needs of the project? Yes No

9. Was the PROPOSER generally responsive to your requests? Yes No

10. Is there anything else you wish to let us know about this PROPOSER?

Signature of Reference: _____ Date: _____

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, PROPOSER that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposal or the response of any other PROPOSER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CITY of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 5

DRUG-FREE WORKPLACE

The undersigned PROPOSER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of PROPOSER)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, CONTRACTOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the RFP or the Agreement. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the PROPOSER.

| ADDENDUM NUMBER | DATE RECEIVED | PRINT NAME | TITLE | SIGNATURE (BLUE INK ONLY) |
|--------------------|------------------|------------|-------|------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

FORM 8
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 9

SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. PROPOSER is not participating in a boycott of Israel;
- b. PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- c. PROPOSER does not have business operations in Cuba or Syria.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 11

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the PROPOSER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

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AGREEMENT DOCUMENTS

The Agreement located in this Section for the School Crossing Guard Services within the CITY is the form of the agreement that shall be utilized with the successful PROPOSER. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

CITY OF WESTON, FLORIDA

SCHOOL CROSSING GUARD SERVICES

RFP No. 2023-02

CITY OF WESTON, FLORIDA

RFP NO. 2023-02

SCHOOL CROSSING GUARD SERVICES

INDEX

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT
BETWEEN THE
CITY OF WESTON, FLORIDA

AND

FOR
SCHOOL CROSSING GUARD SERVICES

RFP NO. 2023-02

This Agreement is made and entered into the ____ day of _____, 2023 between the City of Weston (the "CITY"), and _____ ("CONTRACTOR") for School Crossing Guard Services. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for School Crossing Guard Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on _____, CITY adopted Resolution No. _____, which ratified or altered the ranking of proposals for School Crossing Guard Services. and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER _____; and

WHEREAS, City Commission has selected CONTRACTOR for School Crossing Guard Services, at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until June 30, 2028, with one optional five (5) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the CITY Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 10 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the CITY Manager which the CITY Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were

performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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SECTION 2

SCOPE OF WORK

2.1 Scope of Work

The CONTRACTOR shall be responsible for providing crossing guards certified per Florida Statutes, Section 316.75 at locations specified by CITY and shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contracted requirements.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations. CONTRACTOR shall provide quality assurance at all times.

2.2 School Year Schedule

The school year traditionally starts in August and will run until approximately June, with holidays and teacher work days as established by the School Board of Broward County, FL, that do not require coverage. In addition to the regular school year, summer school may be instituted at schools within the CITY limits which last for approximately six (6) weeks. CONTRACTOR shall monitor all school dates and provide school crossing guard staffing when school is in session.

2.3 Crossing Guards Required

It is anticipated that approximately fifty (50) to seventy-five (75) guards and three (3) supervisors will be required for each school day. However, this is an estimate and is subject to change dependent upon crossing locations being removed or added. The CITY or designee will keep the CONTRACTOR informed as to the exact number of school crossing guards that will be required at any one time. Because there are different times for elementary and for middle school crossing posts it is possible that the same guard may be utilized for both crossings. CONTRACTOR shall be required to provide coverage at the thirty-three (33) school crossing locations with seventy-four (74) posts, located within the CITY limits. The locations and number of guards at each location are noted in the Section 2.4, School Crossing Guard Location Table. CONTRACTOR shall provide guards and supervisors for the hours and locations needed. CONTRACTOR shall track and appropriately schedule crossing guards for school early release days. For guards, approximately two (2) hours coverage daily at each school will be scheduled as indicated in the School Crossing Guard Locations Table. For supervisors, approximately four (4) hours coverage daily will be scheduled. Supervisors and guards will adjust and cover crossing locations in the event that the schools are required to delay the release of students due to severe weather or any other emergency.

2.4 School Crossing Guard Location Table

The current locations for school crossing guards are included in the following table. Locations may be added or deleted during the Term of the Agreement, and subsequent renewals, at the sole discretion of the CITY.

| School | | Guard Location | Number of Guards | Times |
|--------|--------------------------|--|------------------|----------------------------------|
| 1 | Country Isles Elementary | Indian Trace / Three Village Road | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 2 | Country Isles Elementary | Three Village Road / School Drop Off | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 3 | Country Isles Elementary | Three Village Road / Country Isles Road | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 4 | Country Isles Elementary | Three Village Road / Bus Driveway | 1 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 5 | Country Isles Elementary | Country Isles / River Oaks | 1 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 6 | Country Isles Elementary | Bonaventure Boulevard / Indian Trace | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 7 | Indian Trace Elementary | Indian Trace / Springs Boulevard | 4 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 8 | Indian Trace Elementary | Indian Trace / Saddle Club Road | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 9 | Indian Trace Elementary | Indian Trace / Tequesta Trace | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 10 | Indian Trace Elementary | Saddle Club / Lakeview Drive | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 11 | Indian Trace Elementary | Indian Trace / Town Center Boulevard | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 12 | Indian Trace Elementary | St. Paul's Church Driveway | 1 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 13 | Eagle Point Elementary | Indian Trace / Falls Boulevard | 4 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 14 | Manatee Bay Elementary | Vista Park Boulevard / Manatee Isles Drive | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 15 | Gator Run Elementary | Glades Parkway / Meadows Boulevard | 4 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 16 | Gator Run Elementary | Savanna Road / Park Road | 3 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 17 | Gator Run Elementary | Glades Boulevard / Park Road | 1 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 18 | Gator Run Elementary | School Drop-off Driveway | 1 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 19 | Everglades Elementary | Bonaventure Boulevard / Wagon Way | 2 | 7:00-8:00 a.m. 1:30-2:30 p.m. |

| School | | Guard Location | Number of Guards | Times |
|--------|----------------------------------|--|------------------|----------------------------------|
| 20 | Everglades Elementary | Bonaventure Boulevard / South Post Road | 3 | 7:00-8:00 a.m. 1:30-2:30 p.m. |
| 21 | Imagine Charter School at Weston | Glades Parkway / Glades Circle | 4 | 7:00-8:00 a.m. 2:00-3:00 p.m. |
| 22 | Tequesta Trace Middle | Tequesta Trace / Indian Trace | 3 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 23 | Tequesta Trace Middle | Tequesta Trace / Suncrest Drive | 2 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 24 | Tequesta Trace Middle | Indian Trace / Saddle Club Road | 4 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 25 | Tequesta Trace Middle | Indian Trace / Bonaventure Boulevard | 3 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 26 | Tequesta Trace Middle | Indian Trace / Town Center Boulevard | 2 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 27 | Tequesta Trace Middle | Saddle Club Road / Lakeview Drive | 2 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 28 | Tequesta Trace Middle | School pickup / drop off | 1 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 29 | Tequesta Trace Middle | Indian Trace / Three Village Road | 2 | 8:05-9:05 a.m. 3:15-4:15 p.m. |
| 30 | Falcon Cove Middle | Bonaventure Boulevard / Vista Park Blvd. | 3 | 8:35-9:35 a.m. 3:30-4:30 p.m. |
| 31 | Falcon Cove Middle | Bonaventure Boulevard / South Post Road | 3 | 8:35-9:35 a.m. 3:30-4:30 p.m. |
| 32 | Falcon Cove Middle | Bonaventure Boulevard / Westridge | 1 | 8:35-9:35 a.m. 3:30-4:30 p.m. |
| 33 | Falcon Cove Middle | Bonaventure Boulevard / Orchard Road | 1 | 8:35-9:35 a.m. 3:30-4:30 p.m. |

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SECTION 3

STANDARDS OF WORK

3.1 Standards

A. Responsibility: Training, Certification and Supervision

The CONTRACTOR shall enforce strict discipline and good order among its employees and shall not employ unfit or unskilled personnel for Work assignments. Unsatisfactory work by personnel who are considered by the City's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The CONTRACTOR shall operate a drug free workplace.

1. CONTRACTOR shall ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup crossing guard shall be fully trained, certified, and familiar with the specific crossing location. Each working crossing guard shall be provided with the name and telephone number of a backup guard and the field supervisor in case the working guard cannot be at his/her post.
2. CONTRACTOR shall be penalized two hundred fifty dollars (\$250.00) each occurrence any time a location is not staffed by the CONTRACTOR.
3. CONTRACTOR shall provide CITY with the number of times on any current or former contracts for school crossing guards that said CONTRACTOR failed to have a school crossing guard post staffed.
4. Under no circumstances shall CONTRACTOR place a school crossing guard at a location who does not meet the state-mandated training requirements. Use of crossing guards or supervisors who have not successfully met the training criteria and certification may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.
5. CONTRACTOR shall provide experienced field supervisors overseeing the operations at all times the guards are on duty. It will be the responsibility of the supervisors to ensure that all required crossings are properly staffed at all times and that guards have the proper safety equipment in use.

B. Crossing Guard Responsibility

Designated school crossing guards are expected to comply with the following duties:

1. Stand on curb edge on the side of the street where students approach
2. Wait for a small number of children is possible
3. Wait for a gap in traffic
4. Face closest on coming traffic
5. Alert oncoming traffic
6. When safe, step off curb

7. After traffic stops, walk to the center of the street and stand at the edge of the crosswalk nearest the center of the intersection
8. Face opposite approaching traffic and alert opposite traffic
9. Confirm that all traffic has stopped
10. Instruct students to cross
11. Wait in the roadway until students have crossed the street
12. Walk back to the edge of the roadway
13. Remain on the curb for the next group of students
14. Stand on the edge of the road
15. As students gather, push the "Walk" button
16. Once the "Walk" signal illuminates and it is safe to do so, utilize the same procedure as an un-signalized intersection to cross the students
17. Do not start to cross students during the flashing "Don't Walk" illuminated signal
18. For Divided Highway crossings guards must be aware of left and right turning vehicles.

C. Uniforms

The CONTRACTOR shall provide each guard with uniforms and equipment deemed necessary and/or required by Florida Statutes, e.g.: retro reflective vest, whistle, orange gloves, and/or retro reflective stop sign. In addition, all guards shall be required to maintain a neat and orderly appearance and refrain from the use of tobacco products while on post.

D. Training and Certification

The CONTRACTOR shall be responsible for the initial and all subsequent training of the guards at the expense of the Contractor. All school crossing guards shall be certified per Florida Statutes, Chapter 316, Section 316.75. The CONTRACTOR shall provide the CITY with proof of such certification/training upon request.

E. Daily Field Supervision: The CONTRACTOR shall provide experienced field supervisor(s) overseeing the operations at all times the guards are on duty. It will be the responsibility of the field supervisor(s) to ensure that all required crossings are properly staffed at all times.

F. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

3.2 Point of Contact

The CONTRACTOR is required to provide at a minimum, one point of contact for the CITY. Please provide the name and qualifications of the project manager who will be assigned to the CITY as the point of contact.

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SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

It is the intent of the CITY to establish a contract for the provision of School Crossing Guard Services as and when needed. CONTRACTOR is an independent CONTRACTOR and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State, and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

4.4 Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

4.5 Staff

The CONTRACTOR shall maintain the personnel resources necessary to manage staff, human resources and accounting and perform the work pursuant to this Contract.

4.6 Background Check

A. The CONTRACTOR shall conduct a criminal background check on all school crossing guards to include sexual predator and sexual offender. Guards with a felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender shall not provide services under this Contract. CONTRACTOR shall provide CITY with the results of the background/history upon request.

- B. CONTRACTOR shall mandate that all employees assigned to this contract immediately report any criminal charges brought against them. Upon receipt of such information, CONTRACTOR shall immediately notify the City.
- C. CONTRACTOR shall conduct annual criminal background history re-checks as provided in above, at no cost to the CITY for persons assigned to this Contract, each summer prior to the commencement of the new school year in August.

4.7 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.8 Exclusivity

CITY reserves the right to have required work performed by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.9 Exemptions

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

4.10 Subcontracting

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the CITY, which shall be in its sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of subcontractors shall be provided to the City Manager, subject to his approval.

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SECTION 5

STANDARDS OF LABOR AND EQUIPMENT

5.1 General

The CONTRACTOR shall provide school crossing guard services as and when needed. The CONTRACTOR awarded this contract shall be responsible for providing crossing guards certified per Florida Statutes, Section 316.75 at locations specified by CITY and shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contracted requirements.

5.2 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

5.3 Removal from Post

CITY shall have the right to have any guard removed from their post and is not required to show cause to exercise this option.

5.4 Equipment, Appearance, Parking

CONTRACTOR shall provide each guard with all equipment as deemed necessary and/or required by Florida Statutes, at minimum: reflective vest, whistle and 18" reflective STOP paddle. All equipment shall be in good operating order. All guards shall be required to maintain a neat and orderly appearance. Guard attire shall be standardized, i.e.: white polo shirt and khaki shorts or pants. Guards shall park only in the CITY designated parking for school crossing guards if provided at specific school crossing locations.

5.5 Prohibited Activities

The following activities are prohibited while providing school crossing guard services for the CITY as outlined in this RFP: Use of tobacco products; use of a communication device unless in an emergency situation, to call 9-1-1 or official business; listening to or using a multimedia device, including but not limited to an iPod, MP3 player, portable radio, headset or cellular phone.

5.6 Additional Services

The CONTRACTOR shall supply additional School Crossing Guards and equipment should the CITY add additional school crossing locations or request additional School Crossing Guards at any current location. The number of School Crossing Guards may also be removed/reduced from current locations or crossing locations may be deleted.

SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

- A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.

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SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$750,000.00, as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. The bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 7. The bond shall be issued by a Florida resident agent.
 8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.

9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.
- E. Alternative Security: In the event that CONTRACTOR is unable to obtain a performance and payment bond for the full term of this Agreement, the City Manager may, in his or her discretion, allow CONTRACTOR to instead provide a performance and payment bond in the required amount for a one-year term, so long as:
1. CONTRACTOR provides CITY with a continuation certificate executed by the surety at least thirty days prior to each annual renewal documenting that the performance and payment bond has been renewed for an additional one-year period (or document showing that the performance and payment bond has been replaced with an equivalent one-year performance and payment bond acceptable to the City Manager);
 2. If CONTRACTOR fails timely to provide the written documentation required in Section 7.1(E)(1), then CITY (with no required notice or cure period) may terminate this Agreement and CONTRACTOR shall be liable to CITY for liquidated damages equal to ten percent of the required amount of the performance and payment bond; and
 3. CONTRACTOR provides to CITY and keeps in place during the entire term of this Agreement, a letter of credit from a financial institution meeting the requirements set forth herein in an amount equal to ten percent of the required performance and payment security amount, which letter of credit shall be immediately payable to the CITY if this Agreement is terminated pursuant to Section 7.1(E)(2).

The parties agree that the liquidated damage amount of ten percent of the amount of the performance and payment bond is not a penalty, is reasonable in the light of the anticipated or actual harm that would be caused by the termination of this Agreement as a result of the failure to provide a renewal or replacement bond, and that there would be difficulties, inconvenience and non-feasibility in proving the amount of loss and obtaining an adequate remedy.

SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a

manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2024 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

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

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.

- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, 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 CONTRACTOR of any patent, trademark, copyright, trade secret or other

proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
 - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure

requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall 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.
- E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR:

- H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR’S loyal and conscientious exercise of judgment related to its performance under this Agreement.
 - 1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
 - 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY’S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. Multiple Originals: This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- S. Binding Authority: 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.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CONTRACTOR shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Agreement. Pursuant to Section 448.095, Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Pursuant to Section 448.095, Florida Statutes, if this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.
- Y. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 9
SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND _____ FOR RFP NO. 2023-02 FOR SHOOOL CROSSING GUARD SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 20__; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 2023

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

Approved as to form and legality for the use of and reliance by the City of Weston only:

____ day of _____, 2023

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2023

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND _____ FOR RFP
NO. 2023-02 FOR SCHOOL CROSSING GUARD SERVICES.

CONTRACTOR:

By: _____

_____ day of _____, 20____

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/CONTRACTOR after the award of the Agreement (at the time specified herein).

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B
FEE SCHEDULE

Charge per School Crossing Guard and per Supervisor shall be inclusive of all materials, equipment, background checks, insurance and any and all costs associated to fulfill the contract requirements.

| Item No. | Description of Item | UOM | Estimated Quantity | Unit Price | Total |
|------------------------------|-----------------------------------|------|--------------------|------------|-------|
| 1 | Charge per School Crossing Guard | Each | 70 | \$ | \$ |
| 2 | Charge per Supervisor (minimum 3) | Each | 3 | \$ | \$ |
| GRAND TOTAL (Items 1 and 2): | | | | | \$ |

Grand Total (Written in words)

Name of CONTRACTOR (Please Print)

Signature

Title

Date

EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

| Item# | Sub-CONTRACTOR Company Name and Employer Identification Number | Work to be Performed |
|-------|--|----------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date:

Amount:

Services as needed. Not for a fixed amount.

Description: School Crossing Guard Services
Location: Citywide
City of Weston RFP NO. 2023-02

BOND

Date (not earlier than Agreement Date):

Amount: \$750,000.00

Modifications to this Bond: None _____

See Page(s) _____

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title