



WEST PALM BEACH

CITY OF WEST PALM BEACH

## SERVICE AGREEMENT

Matter No. 19629

**Provider Name.** ACTION LABOR OF FLORIDA, LLC

**Provider Address:** 624 Nottingham Blvd.  
West Palm Beach, FL 33405

Email: scook@staffingconnection.com  
Telephone: (954)776-3444  
FEI/EIN # 65-1038622

### **BASIC TERMS AND SPECIAL TERMS**

**Services:** Action Labor of Florida, LLC ("Provider") shall provide School Crossing Guard Services to the City of West Palm Beach (the "City") to assist with the safe passage of children around all public elementary and middle schools within the City before and after school hours. The locations and hours of each post are described in further detail in the City's Invitation for Bid No. 16-17-130, a copy of which is attached hereto as Exhibit A, and incorporated into this Agreement by reference. No guarantee is given or implied as to the total number of guards that will be required as a result of this Agreement. Actual guard services will be requested as needed.

**City Procurement** (RFP / ITB/ or Quote) No. 16-17-130

#### **Special Terms:**

1. It shall be the responsibility of Provider to ensure that all guards receive proper training and certification prior to occupying their posts. The Provider must be able to comply with Section 316.75, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act", by having crossing guard trainers, certified by the Florida Department of Transportation, ensure that all persons employed as crossing guards receive proper training and certification as required by law.
2. Under no circumstances shall the Provider 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 may result in rejection of invoices for services and/or may serve as grounds for termination of the contract.
3. The City of West Palm Beach shall not be liable for any costs incurred by the Provider to meet the training requirements.
4. Any training required during the contract period either for the certification of new hires or to maintain or upgrade the certification of existing employees shall be the sole responsibility of Provider.
5. Proof of certification will be required for each Crossing Guard prior to the beginning of each school year.
6. Provider shall provide proof that all Crossing Guards have successfully passed a criminal background check, drug testing and a Level 2 background check (as defined in FL Statutes 435.04) in the area which services minors. Any expense incurred for the check / testing, shall be the sole responsibility of Provider.
7. Provider certifies that all persons employed as Crossing Guards are physically fit and able to perform all tasks required to execute their responsibilities as crossing guards.

Action Labor – Crossing Guards

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8. Provider shall provide an experienced field supervisor(s) who, at all times, shall oversee the operation of the guards on duty. All supervisory personnel shall, at a minimum, be certified school crossing guards. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed whenever such staffing is required by the City. Additionally, an authorized City representative(s) shall be provided with an operational cell phone number which will allow direct phone access to the field supervisor(s) during those times guards are required to be on duty.
9. Provider shall provide each working guard with the name and telephone number of a back-up guard and field supervisor in case the working guard cannot be at his/her assigned post. Provider shall ensure that the back-up guard is fully trained, FDOT certified, and familiar with the specific crossing location.
10. Provider shall be penalized Fifty-Dollars (\$50.00) each occurrence any time a location is not staffed by the Contractor. Because of the necessity of Crossing Guards at school locations, frequent absence or lateness of crossing guard(s) will result in the removal of the guard(s) and/or termination of this Agreement.
11. Crossing Guards shall be properly uniformed and equipped at all times while on duty. All Crossing Guards shall present a professional appearance, neat, clean, well-groomed and be properly uniformed. The costs of providing any of the equipment or attire shall be the sole responsibility of Provider. All Crossing Guards shall be a minimum of twenty-one (21) years of age. The uniform / equipment shall include:
  - a. Light Blue Button-up Style Uniform Shirt or Brightly Colored Polo Style Uniform Shirt. Provider's name will have to be marked / embroidered on the shirt for identification purposes.
  - b. Dark Blue or Black Long Pants or Professional Shorts.
  - c. Traffic Vest
  - d. Glove
  - e. Rain Jacket – Color must be bright to provide enhanced visibility in traffic.
  - f. Baseball Style Cap
  - g. Hand-held Stop Sign
  - h. Metal Whistle
12. Provider shall provide to the City at the beginning of the school year and at the beginning of the summer session a list identifying each school, guard location, guard name and telephone number. Provider shall also provide the City with a listing of all back-up guards. These listings must be kept current by the Provider, and any changes must be provided to the City on a timely basis, as guards are replaced or moved.
13. Additional reports may be requested from time to time to verify Provider's performance. Provider agrees to provide these reports as requested, and at no additional cost to the City. The City may also request periodic meetings with Provider to review performance, address specific issues, etc.
14. The City reserves the right to request Provider to remove and replace any Crossing Guard with an acceptable or equal substitute employee at any designated post. Such request, if made by the City, shall be complied with immediately.

**Location of Services:** Various throughout the City, specific locations attached as Exhibit B.

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**Service Term:** This Agreement shall be for a period of three (3) years with the option to renew for two (2) additional one (1) year periods. The Option to Renew is at the sole discretion of the City. Annual renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract is in the best interest of the City. The Hourly Rate contained herein shall remain firm for the Term and the two Options to Renew.

**Fee:** Hourly rate: \$18.25 for Crossing Guard  
\$21.00 for Crossing Guard Supervisor

**Total Fee Under Agreement:** The total fee to be paid to Provider for Services under this Agreement (including any costs) shall not exceed Two Hundred Sixty-Five Thousand Seven Hundred Seventy-Five Dollars (\$265,775.00).

**Invoice Schedule:** Monthly Invoice

**Accounts Payable Information:** If "Remit To" address differs from Provider address above, provide

Remit To Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW THEREFORE** this Agreement ("Agreement") is made by and between PROVIDER and the CITY OF WEST PALM BEACH ("City"), 401 Clematis Street, West Palm Beach, FL 33401. In consideration of the covenants and conditions set forth herein, including the **Basic Terms and Special Terms** set forth above, which are incorporated and made a material part of this Agreement, Provider and City agree as follows:

1. **Services.** Provider shall provide all equipment, materials and labor necessary to provide the services described above (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames indicated above.

2. **Fee.** The City shall pay Provider the Fee indicated above (the "Fee"). Unless otherwise indicated, the Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

3. **Invoices.** Invoices must identify the PO number and shall be submitted to:

**West Palm Beach Finance Department**  
**Attn: Accounts Payable**  
**P.O. Box 3366**  
**West Palm Beach, FL 33402-3366.**

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30<sup>th</sup> of any given year are required to be invoiced by September 30<sup>th</sup> of that year. **Provider shall provide W-9 with first invoice.**

4. **Payment.** The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either

wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

5. **Term.** This Agreement shall commence upon full execution by the parties and expire upon completion of the Service or expiration of the term indicated above. The City shall execute this Agreement last.

6. **Representations, Warranties and Covenants of Provider**

6.1 **Authority.** Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. **Independent Contractor.** It is specifically understood that Provider is an independent contractor. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement. *If Provider is an individual:* (i) Provider is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement.

10. **Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider

within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

**11. Property Rights.** Any work product, including but not limited to data, reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-contractors.

**12. Insurance.** Unless waived in writing below by the Department Director, Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per occurrence and \$2,000,000 aggregate, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

☐ Commercial General Liability Insurance is waived by the Department Director:

*Dept. Director Signature* \_\_\_\_\_

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

☐ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

\_\_\_\_\_  
*Provider Signature*

(c) **Automobile Liability:** Not less than \$1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage, which may not be subject to a self-insured retention or deductible exceeding \$10,000.

☐ Automobile Liability Insurance is waived by the Department Director.

*Dept. Director Signature* \_\_\_\_\_

**Waiver of Subrogation.** The City and Provider waive all rights against each other and any of their subcontractors, agents and employees, each of the other, for damages or other causes of loss to the extent covered by property insurance obtained pursuant to this Agreement or other applicable property insurance, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damage.

**Insurer.** Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

**Additional Insured:** All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

**Certificate of Insurance:** Provider shall provide the City's Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

**13. Indemnity.** Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City of West Palm Beach or the protections and limits set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

#### **14. Termination.**

14.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. **Warranty.** Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator and if to Provider, to the address set forth above.

17. **Taxes.** Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. **Availability of Funds.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated for the purposes of this Agreement, as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for services to be paid for in succeeding fiscal years. This Agreement is not a commitment of future appropriations. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hour notice to Provider. The City shall be the sole and final authority as to the availability of funds.

19. **Lobbying Certification.** Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. **Non Discrimination.** Provider shall not, in performance under this Agreement, discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation. Provider represents that Provider (or any affiliate of Provider) has not been placed on the discriminatory vendor list maintained by the Florida Department of Management Services, pursuant to Sec. 287.134, Fla. Stat.

21. **Public Entity Crimes Act.** Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

22. **Unauthorized Aliens.** The knowing employment by Provider or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Provider further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

23. **Force Majeure.** Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall

use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

#### **24. Ethics; Conflict of Interest.**

24.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

24.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

24.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the City commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

24.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

24.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the City commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

24.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

24.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

24.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

**25. Small Business Requirements.** Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

**26. Public Records Law.** Provider shall comply with Chapter 119, Florida Statutes, regarding public records. Provider shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Provider of the request, and the Provider shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Provider shall transfer, at no cost, to the City all public records in possession of Provider or Provider shall keep and maintain all public records. If Provider keeps and maintains public records upon completion of



the Agreement, the Provider shall meet all applicable requirements for retaining public records. If Provider transfers all public records to the City upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Provider, except as authorized by law and specifically authorized by City. If Provider does not transfer the records to the public agency upon completion of the Agreement, Provider shall ensure that exempt and confidential records are not disclosed. Failure of the Provider to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401  
561-822-1210  
CityClerk@wpb.org.

**27. Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**28. Assignment.** This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**29. Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

**30. Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

**31. Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

**32. Inspector General.** Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider

understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

**33. Entire Agreement; Exhibits; Amendment.** Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

**34. Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last executed below.

**ACTION LABOR OF FLORIDA, LLC**

By: \_\_\_\_\_

Print Name: Karen Hoover

Title: President / CEO

**CITY OF WEST PALM BEACH**

By: \_\_\_\_\_

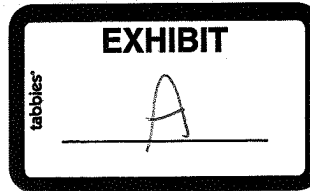
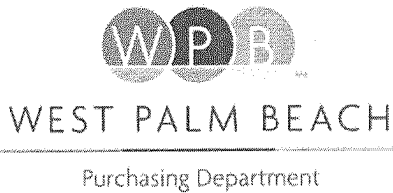
Geraldine Muoio, Mayor

Attest: \_\_\_\_\_

City Clerk

Date: 11/20, 2017

Office of the City Attorney  
Approved as to form and legality  
By: \_\_\_\_\_



**PROCUREMENT DIVISION**  
401 Clematis Street, 3rd Floor  
West Palm Beach, FL 33401  
TEL: (561) 822-2100  
FAX: (561) 822-1564

## **INVITATION TO BID**

**ITB # 16-17-130**

### **SCHOOL CROSSING GUARD SERVICES**

The City of West Palm Beach is requesting bids from responsive and responsible bidders to provide School Crossing Guard Services to assist with the safe passage of children around all public elementary and middle schools within the City before and after school hours. The successful Bidder will be responsible for providing the Crossing Guards and Supervision of the Crossing Guards.

Bid documents can be acquired electronically and free of charge by logging onto the City's website at:

<http://wpb.org/Departments/Procurement/Solicitations/Bids-List>

Bid responses are due at **3:00 P.M. ON THURSDAY, JULY 20, 2017**. Any bid received after the due date and time specified herein will not be accepted and will be returned to the bidder unopened. The time of receipt will be determined by the time clock located in the Procurement Department. **Bid responses must be submitted in a sealed envelope, marked on the lower left-hand corner with the Bid Number, Title, Due Date and Time specified.**

All bid responses must be addressed to:

City of West Palm Beach  
Procurement Department  
401 Clematis Street, 3rd Floor  
West Palm Beach, FL 33401  
Attn: Maureen Hansraj, Purchasing Agent

By: \_\_\_\_\_

Frank Hayden,  
Procurement Director

**PUBLISH:** Wednesday, July 5, 2017 on Palm Beach Post  
Monday, July 3 2017 on Procurement Website

### **3. ESSENTIAL JOB FUNCTIONS:**

- a. Directs pedestrians at assigned streets and provides for smooth traffic flow.
- b. Demonstrate level of competence in work performed. Knowledge of, or ability to learn basic traffic laws and safety procedures.
- c. Reports to duty at designated times.
- d. Ability to stand for long periods of time.
- e. Exhibit quickness of motion to provide direction.
- f. Promotes positive public relations within the community. Skill in dealing effectively and courteously with students, co-workers, superiors and the general public.
- g. Ability to work with little supervision.
- h. Performs related duties as assigned by the supervisor.

### **4. DAILY FIELD SUPERVISION:**

The Contractor shall provide an experienced field supervisor(s) who, at all times, shall oversee the operation of the guards on duty. All supervisory personnel shall, at a minimum, be certified school crossing guards. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed whenever such staffing is required by the City. Additionally, an authorized City representative(s) shall be provided with an operational cell phone number which will allow direct phone access to the field supervisor(s) during those times guards are required to be on duty.

### **5. GUARD BACK-UP:**

The Contractor shall provide each working guard with the name and telephone number of a back-up guard and field supervisor in case the working guard cannot be at his/her assigned post. The Contractor shall ensure that the back-up guard is fully trained, FDOT certified, and familiar with the specific crossing location.

The Contractor shall be penalized Fifty-Dollars (\$50.00) each occurrence any time a location is not staffed by the Contractor. Because of the necessity of Crossing Guards at school locations, frequent absence or lateness of crossing guard(s) will result in the removal of the guard(s) and/or termination of the contract.

**9. WARRANTIES OR GUARANTEE OF USAGE:**

No warranty or guarantee is given or implied as to the total number of guards that will be required as a result of this contract. The number of guards stated in the ITB specifications are estimates of annual requirements based on the City's current needs. Actual guard services will be requested as needed. Nothing herein shall prohibit the City from increasing or decreasing the number of Crossing Guards as needed.

## **SPECIAL CONDITIONS**

### **1. PURPOSE:**

The purpose of this Invitation to Bid (ITB) is to establish a term contract for School Crossing Guard Services to assist with the safe passage of children around all public elementary and middle schools within the City before and after school hours. The successful Bidder will be responsible for providing the Crossing Guards and Supervision of the Crossing Guards.

### **2. METHOD OF AWARD:**

Award of this bid will be made to the lowest responsive, responsible bidder who meets the bid solicitation requirements.

### **3. TERM OF CONTRACT:**

The contract shall be for a period of thirty-six (36) months with the option to renew for two (2) additional twelve (12) month periods. The Option-to-Renew is at the sole discretion of the City. Annual renewals shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City requires a firm price for the entire term of the contract. For the purpose of re-bidding, the contract may be extended at the City's option, on a month-to-month basis. Any option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

### **4. COMPLIANCE WITH LAWS:**

The Contractor shall comply with all applicable City, State and Federal laws relating to the provision of Services under this Contract, now or hereafter in effect. The Contractor shall apply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. See generally Fla. Stat. 448.110 for Florida's minimum wage law.

### **5. FAIR LABOR STANDARDS ACT:**

The Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act, as amended from time-to-time. See generally 29 U.S.C. 206, *et seq.* for Federal minimum wage law.

## **11. INSURANCE REQUIREMENTS**

The Company shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the Company and shall include coverage. The policy shall be effective throughout the period that the company is qualified under these rules. It is not the intent of this schedule to limit the company to the types of insurance required herein. All insurance policies must remain in force for the length of this agreement.

- A. Commercial General Liability: The minimum amount of coverage shall be \$1,000,000 per occurrence with an aggregate of no less than \$2,000,000.
- B. Automobile Liability: The minimum amount of coverage shall be \$1,000,000, Combined, Single Limit for Bodily Injury and Property Damage Liability.
- C. Worker's Compensation Insurance: Worker's compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$500,000.

The insurance coverage required shall include those classifications that are listed in standard liability manuals, which most nearly reflect the operations of wrecker operators.

The City shall be named as an additional insured on all liability policies. Contractor shall furnish a copy of insurance certificates indicating compliance with these requirements prior to the execution of the contract, annually, and upon each renewal of the coverage that may occur during the term of the contract. The policy or policies of insurance required shall be written in such a manner that they may not be canceled or materially changed without thirty (30) days advance written notice to the City of West Palm Beach.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

The Company shall furnish certificates of insurance prior to the commencement of operations, and thereafter 30 days prior to the expiration date of the policies.

contractual precedence will be the purchase order or price agreement release, bid document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

## **5. PROTECTION OF PROPERTY**

The successful bidder shall at all time guard against damage or loss to the property of the City of West Palm Beach or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of West Palm Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents. The contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The City of West Palm Beach will not be held responsible for any loss of contractor property due to theft or vandalism.

## **6. DAMAGE TO PERSONS OR PROPERTY**

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor, and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

## **7. CHARACTER OF WORKMEN AND EQUIPMENT**

All workers provided by the contractor for work hereunder, shall be the best available for the kind of work performed. Any person employed by the Contractor whom the Procurement Official or designee may deem temporarily or permanently incompetent or unfit to perform the work, shall under written instruction of the Procurement Official be removed from the job, and shall not again be employed under this contract.

## **8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Bidder certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. Bidder further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the vendor.

## **9. PAYMENT**

The City will make payment after services have been performed and commodities received, accepted and properly invoiced. Invoices must bear the purchase order number.



## **11. RIGHT TO TERMINATE**

The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's department performance standards. In the event the successful bidder violates any of the provisions of the contract, the City of West Palm Beach may serve written notice upon such bidder of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination and vendor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

## **12. CITY AS GATEKEEPER OF DOCUMENTS**

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscribers publications, or other sources not connected with the City and the bidder should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

## **13. LOBBYING PROHIBITED**

As to any matter relating to this ITB, bidders or anyone representing a bid are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB. For purposes of clarification, a team's representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the bidder.

The "No Lobbying Condition" is in effect from the date of publication of the ITB and shall terminate at the time the City executes the contract, rejects all bids, or otherwise takes action which ends the solicitation process.

## **14. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

All bidders submitting a response to this Invitation for Bid agree that such response constitutes a bid to all political entities in the State of Florida, under the same conditions, for the same prices and the same effective period as this bid, should the bidder feel it is in their best interest to do so. This agreement in no way restricts or interferes with the right of the City of West Palm Beach, Florida, to rebid any or all items.

## **18. BUSINESS CERTIFICATION / LICENSES**

Bidder must submit with bid, a copy of all applicable Business License issued by the State of Florida or the Palm Beach County Occupational License for Palm Beach County, or a current occupational license issued in the name of the vendor shown on the bid page. It is the responsibility of the successful bidders to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

## **19. PROCUREMENT OFFICIAL AS REFEREE**

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

## **20. LAWS TO BE OBSERVED**

In the prosecution of this Contract, the Contractor shall exercise care to see that all Federal, State, county and Municipal Laws, ordinances or regulations are observed, both by himself and his direct or indirect employees. He/she shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

## **21. ANNULMENT OF THE CONTRACT**

This contract, of which these specifications form an inseparable part, may be annulled by the City for the following reasons: a) failure on the part of the Contractor to supply equipment and personnel acceptable to the Procurement Official or his/her duly appointed representative; b) failure on the part of the contractor to observe the requirements of these specifications; c) failure on the part of the contractor to promptly remove defective equipment or incompetent personnel as may be directed by the Procurement Official.

## **22. NON COLLUSION**

Bidder certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list, and/or disbarment or suspension from doing business with the City.

## **INSTRUCTIONS TO BIDDERS**

*To ensure acceptance of your bid, Bidders must comply with the following instructions:*

### **1. BID SUBMISSION:**

- a. Bidders must submit **One (1) Original, One (1) Copy and One (1) Electronic Version** (e.g. CD-Rom / Flash Drive in searchable PDF) of their bid response in a **sealed envelope** prior to the due date and time specified, to:

City of West Palm Beach  
Procurement Department  
401 Clematis Street, 3rd Floor  
West Palm Beach, FL 33401  
Attn: Maureen Hansraj, Purchasing Agent

- b. Bid responses are due at **3:00 P.M. on Thursday, July 20, 2017**. Any bid received after the due date and time specified herein will not be accepted and will be returned to the bidder unopened. The time of receipt will be determined by the time clock located in the Procurement Department. **Bid responses must be submitted in a sealed envelope, marked on the lower left-hand corner with the Bid Number, Title, Due Date and Time specified.** The City shall in no way be responsible for delays caused by any occurrence.
- c. Bids submitted by facsimile or in any other manner will not be accepted.

### **AVOID BID REJECTION:**

**Bids may be rejected for noncompliance to requirements after review by the Procurement Official. All bids must be submitted on the provided Bid form. The Bid Form must be signed in ink by an officer authorized to bind the Bidder. All Forms must be fully completed. Failure to complete and sign any of the required form(s) may be grounds for rejection of the bid.**

### **2. COMPLETION OF BID SUBMISSION PACKAGE:**

- a. It is the responsibility of the bidder to insure that all pages are included. Bidders are advised to closely examine this package.
- b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.
- c. All bids must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. **Failure to submit a duly signed bid shall be cause**

## **7. NO LOBBYING:**

Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

## **8. CONFLICT OF INTEREST:**

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

## **9. ETHICS REQUIREMENTS:**

No Bidder may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

## **10. SMALL BUSINESS PROGRAM:**

The goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value. **Only small businesses certified by the City of West Palm Beach Small Business Division or from another agency whose certification is accepted by the Small Business Division** will be accepted toward the small business goal. For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation. The City may require additional information to ensure compliance with the City's small business criteria; therefore please contact the City's Small Business Office at (561) 822-2100 for further instruction for small business certification.

Bidders/contractors are encouraged to reference the Small Business Division's website at for a **<http://wpb.org/procurement/small-business-program/small-business-vendor-directoryforms/>** of all currently certified small businesses. The directory is intended to assist bidders/contractors with

**13. SELECTION OF BIDDER WITH WHOM TO CONTRACT:**

Pursuant to the City's Procurement Code, the selection of a bidder with whom to contract shall be based on the "best value" to the City" using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

**14. AWARD:**

The City of West Palm Beach may elect to contract with one or more Contractors. All decisions of the City are final.

**15. POSTING OF AWARD TABULATIONS:**

The selected bidder will be notified in writing of the City's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

**16. CONTRACT:**

City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

**17. PREPARATION COSTS:**

All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder. Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this invitation to bid.

**18. PROTEST PROCEDURE:**

Protest procedures are provided in Article VII, Section 66-151 of the City of West Palm Beach Purchasing Ordinance No. 3776-04. Protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Division within seven (7) calendar days that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when received by the Procurement Division. Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.

## SCHEDULE OF BID ITEMS

### ITB 16-17-130 SCHOOL CROSSING GUARD SERVICES

Item	Description	Estimated Annual Hours	Hourly Rate	Total
1	Crossing Guard	19,800		
2	Crossing Guard Supervisor			
	<b>GRAND TOTAL</b>			

(Estimated Annual Regular School Hours = 18,720 Hours)  
(Estimated Annual Summer School Hours = 1,080 Hours)

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**ITB 16-17-130 (SCHOOL CROSSING GUARD SERVICES)**

**BID SUBMITTED BY:** \_\_\_\_\_  
(Company Name)

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined this Invitation to Bid and Bidder has read all issued addenda issued.
3. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
4. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

*Name*

*Address*

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5. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

*Name*

*Address*

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6. Bidder and all affiliates and suppliers have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.



(B3)

**City of West Palm Beach**

**ITB # 16-17-130  
(SCHOOL CROSSING GUARD SERVICES)**

**SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Company certified as a Small Business with the City or Palm Beach County? \_\_\_\_ Yes \_\_\_\_ No

If yes, attach copy of the Small Business Certification.

**Contact Person (if different from above)**

Name: \_\_\_\_\_  
Print Name Title

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

FEIN Number: \_\_\_\_\_ (Copy of W9 Form/Required)



(B5)

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that

\_\_\_\_\_ does:

\_\_\_\_\_  
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any 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.

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
PRINT NAME



### Equal Benefits Certification

**This form must be completed and submitted with your firm's submittal /proposal /bid.**

**Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

**Check only one box below:**

☐ 1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ 2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- ☐ The firm's price for the contract term awarded is \$50,000 or less.
- ☐ The firm employs less than five (5) employees.
- ☐ The firm does not provide benefits to employees' spouses nor employees' dependents.
- ☐ The firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ Compliance would violate grant requirements or regulations of federal / state law.
- ☐ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ 3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, \_\_\_\_\_, \_\_\_\_\_  
(Print Name of Authorized Officer) (Title)

of \_\_\_\_\_  
(Company Name)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: \_\_\_\_\_

**SCHOOL NAMES, LOCATIONS, HOURS**

**ITB 16-17-130**  
**SCHOOL CROSSING GUARD SERVICES**

Item	School Name	Guard Locations	Number of Guards	Work Hours
1	Roosevelt Elementary	15th St. & Australian Ave.	1	7:00-8:00; 2:30-3:05
2	Roosevelt Middle	16th St. & Australian Ave.	1	7:00-8:00; 2:30-3:05
3	Roosevelt Elementary	Palm Bch. Lakes Blvd. & Australian Ave.	1	7:00-8:00; 2:30-3:05
4	Roosevelt Middle	Palm Bch. Lakes Blvd. & Australian Ave.	1	7:00-8:00; 2:30-3:05
5	Northmore Elementary	39th Ct. & N. Terrace	1	7:10-8:10; 2:40-3:10
6	Northmore Elementary	36th St. & Windsor	2	7:10-8:10; 2:40-3:10
7	Northmore Elementary	36th & Westview	2	7:10-8:10; 2:40-3:10
8	Northboro Elementary	40th St. & Broadway	1	7:00-8:00; 2:05-2:30
9	Northboro Elementary	40th St. & Spruce	1	7:00-8:00; 2:05-2:30
10	Egret Lake Elementary	47th Place N. & Haverhill	2	7:00-8:00; 2:05-2:30
11	UB Kinsey Elementary	10th St. & Division	1	7:00-8:00; 2:05-2:30
12	S. Olive Elementary	Costello & S. Olive Ave.	1	7:00-8:00; 2:05-2:30
13	S. Olive Elementary	Forest Hill Blvd. & Dixie Hwy.	1	7:00-8:00; 2:05-2:30
14	S. Olive Elementary	Forest Hill Blvd. & Dixie Hwy.	1	2:05-2:30
15	Palmetto Elementary	Highland & Parker Ave.	1	7:15-8:00; 2:00-2:30
16	Palmetto Elementary	Highland & Parker Ave.	1	2:00-2:30
17	Palmetto Elementary	Palmetto & Lake Ave.	1	7:15-8:00; 2:00-2:30
18	Palmetto Elementary	Summit Blvd. & Parker Ave.	1	7:15-8:00; 2:00-2:30
19	Belvedere Elementary	Tallapoosa & Lake Ave.	1	7:15-8:00; 2:00-2:30
20	Belvedere Elementary	Tuscaloosa & Parker Ave.	1	7:15-8:00; 2:00-2:30
21	Conniston Middle School	Parker Ave. & Southern Blvd.	1	7:00-8:00; 2:50-3:15
22	Conniston Middle School	Parker Ave. & Paseo Palmeria	1	7:00-8:00; 2:50-3:15
23	St. Ann Catholic School	3rd Street & Olive Avenue	1	7:15-8:00; 2:45-3:30
24	Pleasant City Elementary	21 St. & Spruce Ave.	1	7:00-8:00; 2:00-2:25
25	Pleasant City Elementary	22nd St. & Spuce Ave.	1	7:00-8:00; 2:00-2:25
26	Grassy Waters Elementary	3350 N. Jog Rd.	1	7:30-9:30; 2:00-2:25; 4:00-4:30
27	Jaega Middle	3351 N. Jog Rd.	1	7:30-9:30; 4:00-4:30