



(B1)

City of West Palm Beach

BID PACKAGE COVER SHEET

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

Company Name: Staffing Connection / Action Labor

Enclose the following documents:

- ☒ 1. Bid Package Cover Sheet. (B1)
- ☒ 2. Bid (B2) **Must be signed**
- ☐ 3. Fee Schedule (B3) **Must be signed**
- ☒ 4. References (B4)
- ☒ 5. Drug Free Workplace Form (B5)
- ☒ 6. Equal Benefits Certification (B6)
- ☒ 7. Statement of Small Business Participation (SB 02)
- ☒ 8. Attach Copies of Applicable Business License
- ☐ 9. Small Business Certification (Attach copy if applicable)

The Bid Envelope must be sealed and clearly marked with the Bid Number, Title, Due Date and Time Specified.

Bidders must Submit One (1) Original, one (1) Copy and one (1) Electronic Version (on CD-Rom/Flash Drive, in MS Word or searchable PDF) of their bid response.

AVOID BID REJECTION:

All bids must be submitted on the Forms provided in this bid document, (B1 – B6).

Forms B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder/Company.

All Forms must be fully completed.



City of West Palm Beach

(B2)

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

BID SUBMITTED BY: Staffing Connection / Action Labor
(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

N/A

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

N/A

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.

7. Bidder acknowledges that ADDENDA NO(S) #1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.
8. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.
9. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

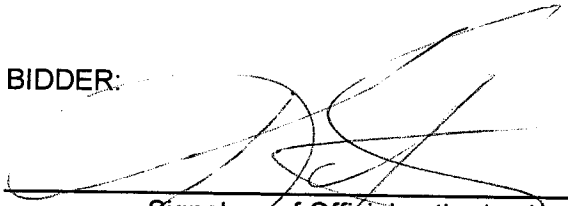
Company Name: Staffing Connection / Action Labor

Business Address: (Street, City, State, Zip Code)

624 Nottingham Blvd.
West Palm Beach, FL 33405

State of Incorporated: NV Telephone: 954 776-3444 Email: SCook@StaffingConnection.com

BIDDER:



Signature of Official authorized to bind Bidder

Print Name: Karen Hoover
Title: President
Date: 7-14-2017

FAILURE TO FULLY COMPLETE AND SIGN THIS BID FORM MAY RESULT IN REJECTION OF THE BID.



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	18.25	361,350.00
2	Crossing Guard Supervisor	1,920	21.00	40,320.00
	GRAND TOTAL			401,670.00

(Estimated Annual Regular School Hours = 18,720 Hours)

(Estimated Annual Summer School Hours = 1,080 Hours)

COMPANY NAME: Staffing Connection / Action Labor

AUTHORIZED SIGNATURE: [Signature]

PRINT NAME: Karen Hoover

TITLE: President

PHONE: 954-776-3444 EMAIL: SCook@staffingconnection.com

DATE: 7-14-2017



(B3)

City of West Palm Beach

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

SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY:

Signature: [Signature] Date: 7-14-2017
Print Name: Karen Hoover Title: President/CEO
Name of Company: Staffing Connection / Action Labor
Address: 624 Nottingham Blvd.
West Palm Beach, FL 33405
Telephone: 954-776-3444 Fax: 954-776-8476
Email: SCook@staffingconnection.com

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: Sharon Cook Branch Manager - School Crossing Guard
Print Name Title Division
Phone: 954-776-3444 Email: SCook@staffingconnection.com
FEIN Number: 65-1038622 (Copy of W9 Form/Required)

City of West Palm Beach

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

REFERENCES

References for: Staffing Connection / Action Labor
(Company Name)

Bidders shall provide the reference information requested on this form.

1. Firm Name: Delray Beach Police Department

Contact: Sergeant Andrew ARENA

Title: Sergeant City, State: Delray Beach, FL

Phone: 561-243-7888 EXT: 2922 E-mail: ARENAA@MYDELRAYBEACH.COM

2. Firm Name: City of Boynton Beach

Contact: Julie Alibrandi

Title: Senior Buyer City, State: Boynton Beach, FL

Phone: 561-742-6322 E-mail: Alibrandi.J@BBFL.US

3. Firm Name: Lantana Police Department

Contact: Chief Sean Scheller

Title: Chief of Police City, State: Lantana, FL

Phone: 561-540-5717 E-mail: sscheller@lantana.org



(B5)

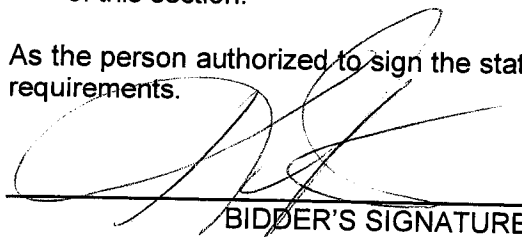
DRUG FREE WORKPLACE FORM

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

Staffing Connection / Action Labor 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

7-14-2017
Date

Karen Hoover
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, Karen Hoover, President
(Print Name of Authorized Officer) (Title)
of Staffing Connection / Action Labor of Florida
(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: _____



Procurement Division/Small Business Program

PO Box 3366
West Palm Beach, FL 33402
Tel. (561) 822-2100
Fax (561) 822-1564
Website: www.wpb.org/sbiz

(SB02)

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder's Name: Karen Hoover - Staffing Connection/ Action Labor
Preparer's Name: Karen Hoover Title: President
ITB Title: N/A Project Number: _____
ITB Number: N/A SB Goal established: (if _____ %)
Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. <u>N/A</u>		\$ _____	_____ %	_____ %
2.		\$ _____	_____ %	_____ %
3.		\$ _____	_____ %	_____ %
4.		\$ _____	_____ %	_____ %
5.		\$ _____	_____ %	_____ %
6.		\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: [Signature] Date: 7-14-2017

STATE OF Florida

COUNTY OF Palm Beach

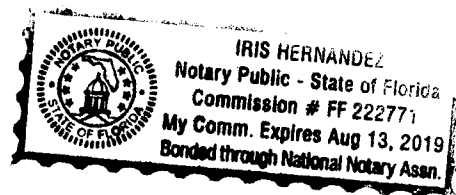
Sworn to and subscribed before me this 14 day of July, 2017, by
Karen Hoover, as an act of Staring Connection (firm),
who is

personally known to me or produced the following identification:

Notary Signature: _____

Print Notary Name: _____

Commission No. _____





WEST PALM BEACH

Purchasing Department

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

ADDENDUM 1
ITB 16-17-130

School Crossing Guard Services

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof.

This addendum shall modify, clarify or add information and become part of the above referenced Invitation to Bid.

This addendum shall provide answers to the following questions received:

Question 1: Who is the current incumbent? When were they awarded the contract? Copy of current contract? Estimated usage (number of hours) of prior contract? How many hours are required for this bid? What is the current bill rate? What was the previous bill rate? What was the contract amount spent last year? Is there a prevailing wage? Are there any additional crossing guard services to this contract?

Answer: There is no current contract. Services are being performed in-house. Refer to the ITB for the estimated hours and wage requirement.

Question 2: What is the hourly pay rate for the crossing guards currently employed by the City?

Answer: There is no current contract. Services are being performed in-house.

Question 3: Crossing Guard Supervisor: Do you want the bidder to enter estimated annual hours including regular school hours needed and summer school hours? With an hourly rate?

Answer: Bidders should provide estimated supervision hours based on the information provided on page 5 (SCHOOL NAMES, LOCATIONS, HOURS) and provide an hourly rate for the Supervisor. The number of hours worked by the Supervisor will be verified.

Question 4: Estimated Annual Regular School Hours: Please verify how the annual regular school hours have been calculated? Including: the number of hours a guard working 1.5 hours per day is actually paid for? How many calendar days are used to calculate 18,720 regular school hours and 1,080 annual summer school hours?

Answer:

Crossing Guards are guaranteed a minimum of three (3) hours pay per day worked, even if the guard only work an-hour-and-a-half. Some guard may receive more hours if they work additional posts/schools. The number of hours provided in the ITB are estimated hours required by the user department.

All other information remains the same.

Bidders must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the documents and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: City of West Palm Beach
Procurement Department
July 12, 2017

BIDDER: Action Labor
Staffing Connection

Issued By:

Frank Hayden
Frank Hayden,
Procurement Director

Signed By:

Print Name:

Title:

Date:

Karen Hower

President

7-14-2017

End of Addendum 1

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: STAFFING CONNECTION ACTION LABOR

Receipt #: 329-34749
Business Type: ALL OTHERS (STAFFING AGENCY)

Owner Name: KAREN HOOVER
Business Location: 6555 N POWERLINE RD 306
FT LAUDERDALE

Business Opened: 08/05/2007
State/County/Cert/Reg:
Exemption Code:

Business Phone:

Rooms **Seats** **Employees** **Machines** **Professionals**
5

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	3.30	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KAREN HOOVER
6555 N POWERLINE RD #306
FORT LAUDERDALE, FL 33309

Receipt # 03B-16-00000208
Paid 10/17/2016 36.30

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2016-2017

BUSINESS TAX DIVISION

100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 9701242 Business Name: STAFFING CONN./ACTION LABOR
Business Address: 6555 NW 9 AVE # 306
Tax Category: OFFICE USE ONLY Tax#: 725901 Fee:

STAFFING CONN./ACTION LABOR

6555 NW 9 AVE #306
FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 9701242
Tax Number: 725901
Business Name: STAFFING CONN./ACTION LABOR
Business Address: 6555 NW 9 AVE # 306
Business Owner: STAFFING CONN./ACTION LABOR

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Serving you.

****LOCATED AT****

624 NOTTINGHAM BLVD
WEST PALM BEACH, FL 33405

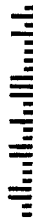
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0109 ACCOUNTANT (NON CPA)	HOOVER KAREN		B16-480384 - 07/14/16	\$66.00	B40107185

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200203510
EXPIRES: SEPTEMBER 30, 2017

B2 - 358

ACTION LABOR MANAGEMENT LLC
ACTION LABOR MANAGEMENT LLC
624 NOTTINGHAM BLVD
WEST PALM BEACH, FL 33405



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF WEST PALM BEACH
DEPARTMENT OF DEVELOPMENT SERVICES



Attached is your 2016 - 2017 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. **THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).**

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 OR FAX (561) 805-6676 / HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH
2016 to 2017 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000033738
ACTION LABOR MANAGEMENT LLC
624 NOTTINGHAM ELVD

CORPORATE HQ
STAFFING COMPANY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
65705	561310	EMPLOYMENT PLACEMENT AGENCY	173.64
TOTAL→			173.64
** PAID			173.64
			** BAL **
			0.00

**THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED**

**EXPIRES
SEPTEMBER 30,
2017**



WEST PALM BEACH

Purchasing Department

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

SPECIFICATIONS

SCHOOL CROSSING GUARD SERVICES

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. TRAINING AND CERTIFICATION:

It shall be the responsibility of the Contractor to ensure that all guards receive proper training and certification prior to occupying their posts. The Contractor 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.

Under no circumstances shall the 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 may result in rejection of invoices for services and/or may serve as grounds for termination of the contract.

- a. The City of West Palm Beach shall not be liable for any costs incurred by the Contractor to meet the above requirements.
- b. 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 the Contractor.
- c. Proof of certification will be required for each Crossing Guard prior to the beginning of each school year.
- d. The Contractor 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 the Contractor.
- e. By responding to this Invitation to Bid (ITB), the Bidder 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.

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.

6. EQUIPMENT / ATTIRE:

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 the Contractor. 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.
Submit photograph of shirt details and color.
Provider Company's name will have to be marked / embroidered on the shirt for identification purposes.
- b. Dark Blue or Black Long Pants or Professional Shorts.
Submit photograph of shorts details and color.
- c. Traffic Vest
- d. Glove
- e. Rain Jacket – Color must be bright to provide enhanced visibility in traffic.
Submit photograph of jacket details and colors.
- f. Baseball Style Cap
- g. Hand-held Stop Sign
- h. Metal Whistle

7. REPORTS:

The Contractor 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. Contractor shall also provide the City with a listing of all back-up guards. These listings must be kept current by the Contractor, and any changes must be provided to the City on a timely basis, as guards are replaced or moved.

Additional reports may be requested from time to time to verify contractor's performance. Contractor agrees to provide these reports as requested, and at no additional cost to the City. The City may also request periodic meetings with the Contractor to review performance, address specific issues, etc.

8. PERSONNEL REMOVAL / REASSIGNMENT / SUBSTITUTION:

The City reserves the right to request the Contractor 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.

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.



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

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.

6. QUESTIONS / CLARIFICATION AND ADDENDUM:

No interpretation or changes to the meaning of the Bid will be made to any vendor orally, except by written addendum. All questions that change the scope of work or alter the contents of this document will be answered by an addendum. Addendum(s) will form an integral part of the Bid and shall modify and become part of the Bid document. Bidders shall sign and submit all addendum(s) issued with their bid response.

Each Bidder is required to register under the designated solicitation via the Procurement Department website in order to receive any addendum(s) to this solicitation:

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

It is the responsibility of the Bidder to ensure that all addendum(s) are received. The City will not be responsible for any addendum(s) issued that the Bidder did not receive.

All questions / clarifications for this ITB must be submitted under the "Add a Question" section of the designated solicitation and must be submitted no later than **4:00 P.M , Monday, July 10, 2017**.

7. CONTACT:

The Purchasing Agent for this Invitation to Bid can be contacted by emailing: mdhansraj@wpb.org

8. ASSIGNMENT OF CONTRACT

This contract shall not be assigned in whole or in part without written consent by the Procurement Official.

9. METHOD OF PAYMENT: MONTHLY INVOICES:

The successful Bidder shall submit monthly invoices to the requesting department. The invoices shall reference the appropriate purchase order number, the School/Guard Location and any relevant information. Submittal of these periodic invoices shall not exceed thirty (30) calendar days. Under no circumstances shall the invoices be submitted to the City in advance of the services provided.

10. BUSINESS REFERENCES:

Bidders shall provide three (3) business references, municipal experience preferred, for Crossing Guard Services that demonstrate Bidders ability to perform the services requested herein. Bidders shall submit this information on Form B-4, provided in this bid document.

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.

SCHOOL CROSSING GUARD SERVICES

GENERAL TERMS & CONDITIONS

1. PRICE / ACCEPTANCE / SERVICE

Time is of the essence to provide this service and must be adhered to. Should the successful bidder, to whom the contract is awarded, repeatedly fail to provide service as scheduled, the City reserves the right to CANCEL the contract. If the successful bidder shall be delayed in providing this service by reason of unforeseeable causes beyond their control and without fault or negligence, including, but not restricted to, acts of God, the City must be notified immediately.

2. FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

3. EEO STATEMENT

Equal Opportunity: The City of West Palm Beach believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

4. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

- a. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Invitation for Bid.
- c. The obligations of the City of West Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose.
- d. This Invitation for Bid shall be included and incorporated in the final award. The order of

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.

10. FLORIDA PROMPT PAYMENT ACT

A. **Proper Invoice:** For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 1) A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them); the amount due, applicable discount(s), and the terms thereof;
- 2) The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3) The Purchase Order or Contract number as supplied by the City; and an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.
- 4) All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of West Palm Beach, 401 Clematis Street, P.O. Box 3366, West Palm Beach, Florida, 33402.
- 5) Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

B. **Dispute Resolution:**

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department, Office or Bureau which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating the nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

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.

15. SUBCONTRACTING

If a contractor subcontracts any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with the Bid Proposal. **The City reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award.** The City reserves the right to make determination as to the foregoing.

16. ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Procurement Official or designee.

17. INDEMNIFICATION

Bidder 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 officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Bidder's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Bidder 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 Bidder's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Bidder. This indemnification includes, but is not limited to, the performance of this Agreement by Bidder or any act or omission of Bidder, 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. Bidder 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 Bidder under this indemnification provision. To the extent considered necessary by the City, any sums due Bidder 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 Bidder to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

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.

23. BANKRUPTCY/INSOLVENCY

At the time of submittal of bid, contractor shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

24. INDEPENDENT CONTRACTOR RELATIONSHIP

The successful bidder(s) is and shall be, in the performance of all work, services and activities under the contract, and independent contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the bidder's sole direction, supervision and control.

25. INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. Proposer shall agree that in addition to all other remedies and consequences provided by law, the failure of Proposer 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 the contract justifying its termination.



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**

for rejection of the bid. Failure to submit an electronic copy/version of the provided bid tabulation shall be cause for rejection of the bid.

3. ERRORS/ERASURES/CORRECTIONS:

- a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries or corrections not initialed may not be accepted.
- b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.
- c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

4. BID PRICES:

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Bid Form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

5. BIDDERS RESPONSIBILITY:

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

6. BIDDERS UNDERSTANDING:

Bidders shall make all investigation necessary to thoroughly inform themselves regarding the bid, including visiting the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City shall make available to all prospective Bidders, prior to the receipt of bids, any available information that may be requested by Bidders. Any such data will be distributed to all prospective bidders as the best factual information available, without presumption of responsibility for its accuracy or for any conclusions that the bidder may draw therefrom. The Bidder shall accept the site or sites in their present condition.

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

meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In accordance with the SB Ordinance, the SB Division has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Bid:

STATEMENT OF SUBCONTRACTOR PARTICIPATION

List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified** SBs can be used to meet the established goal. See Form SB 02

SUBCONTRACTOR'S LIST

List the names and telephone numbers of all Subcontractors that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Small Business Participation*. Submit this form with your proposal. See Form SB 01

11. PUBLIC ENTITY CRIMES:

Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

12. ACCEPTANCE; REJECTION; CANCELLATION:

In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

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.

19. 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. Each proposer shall submit an Equal Benefits certification with its proposal/bid – Form B6.