

# North Bay Village, Florida



## REQUEST FOR PROPOSALS FOR SCHOOL CROSSING GUARDS

RFP NO. NBV 2013-002



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE DECEMBER 30, 2013

**North Bay Village, Florida**  
**Request for Proposals No. NBV 2013-002**

## Table of Contents

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Section 1 Request for Proposals Notice .....	2
Section 2 Introduction/Information .....	5
Section 3 General Conditions .....	6
Section 4 Special Conditions .....	12
Section 5 Technical Specifications/Scope of Services .....	19
Section 6 Consideration for Award/Award Procedures .....	25
Section 7 Requirements of the Proposal .....	27
Section 8 Technical Proposal .....	28
Section 9 Cone of Silence .....	30
Section 10 Qualification Forms .....	33
Section 11 Contract .....	54
Exhibit A.....	63
Exhibit B.....	64

## SECTION 1 - REQUEST FOR PROPOSAL NOTICE

### NORTH BAY VILLAGE REQUEST FOR PROPOSALS SCHOOL CROSSING GUARDS RFP NO. NBV 2013-002

Public Notice is hereby given that North Bay Village, Florida is soliciting proposals from qualified companies to provide School Crossing Guards within North Bay Village, Florida.

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before December 30, 2013 no later than 2:00 p.m. local time at which time they will be publicly opened.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com), at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this bid at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this bid are prohibited.

Yvonne P. Hamilton, CMC

Village Clerk

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:**

It will be the sole responsibility of the Bidder to ensure that the bid reaches North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the bid opening date and time listed. Bids/proposals submitted by email will NOT be accepted.

Proposal security in the form of cash, cashier’s check, or bid bond made payable to North Bay Village in the amount of \$2,500.00 will be required to be submitted with the Proposal package in a separate marked envelope.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted  
by: \_\_\_\_\_  
(Signature) (Date)

Name (printed) \_\_\_\_\_

Title: \_\_\_\_\_

Company: (Legal  
Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN  
A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN  
ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit  
<http://www.dos.state.fl.us/doc/>).**

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order: \_\_\_\_\_

Payment Terms : \_\_\_\_\_ Total Bid Discount : \_\_\_\_\_

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

## **SECTION 2 - INTRODUCTION/INFORMATION**

### **2.1. Purpose**

North Bay Village is requesting proposals from qualified firms to establish a multiyear contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the Village, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

### **2.2. Information or Clarification**

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### **2.3. Eligibility**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity to North Bay Village.

## **SECTION 3 – GENERAL CONDITIONS**

### **3.1. RFP Documents**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

### **3.2. Taxes**

The Proposer shall not be entitled to the Village's tax exempt benefits.

### **3.3. Interpretations and Inquiries**

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on December 24, 2013. Responses will be provided by December 27, 2013. Written inquiries shall be sent with the subject line "School Crossing Guards, RFP No. NBV 2013-002 to:

Yvonne P. Hamilton, Village Clerk  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141  
Fax: (305) 756-7722  
Email: [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

### **3.4. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

### **3.5. No Contingent Fees**

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, 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 the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

### **3.6. Independence**

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

### **3.7. No Collusion**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

### **3.8. Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.



If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

### **3.9. Legal Requirements**

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

### **3.10. Familiarity with Laws and Ordinances**

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village in writing.

### **3.11. Advertising**

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

### **3.12. Award of Contract**

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

### **3.13. Execute Contract**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

**3.14. Facilities**

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

**3.15. Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

**3.16. Village's Exclusive Rights**

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

**3.17. Addenda**

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

### **3.18. Review of the RFP Documents**

By the submission of a Proposal to do the Services, the Proposer certifies that a careful review of the RFP documents has taken place, and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

### **3.19. Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

### **3.20. Public Records**

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **3.21. Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be in his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

### **3.22. Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

**3.23. Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in Section 10 of this RFP and as described in this RFP. Proposer's failure to include the affidavit may result in disqualification.

## SECTION 4 - SPECIAL CONDITIONS

### **4.1. General Conditions**

RFP General Conditions are included and made a part of this RFP.

### **4.2. Variances**

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

### **4.3. RFP Documents**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **4.4. Proposers' Costs**

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

### **4.5. Proposal Security**

Each Proposal shall be accompanied by Proposal security in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the Village, and shall furnish a cash bond, letter of credit or performance bond in the amount of 20k, in a form approved by the Village Attorney covering the faithful performance of the Contract. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered. The Proposal security shall be in the form of cash, cashier's check, or bid bond made payable to North Bay Village. The Village shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the Village Manager, or (4) all Proposals have been rejected. Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the Proposal and the award of bid to the qualified Proposer or of the rejection of any or all Proposal(s). Proposal security for the awarded Proposer will be returned following the execution of the Contract.

#### **4.6. Approved Equal Or Alternate Product Proposals**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village. The Village is receptive to any product which would be considered by qualified personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

#### **4.7. Contract Period**

The initial contract period shall be three (3) years, commencing January 6, 2014 and expiring three years from that date. The schedule for annual coverage and expiration on the initial and any extension terms shall be based on the actual Miami-Dade County School Board calendar set each year. The dates of the actual contract years are subject to modification in accordance with the School calendar, as determined by Miami-Dade County School Board. *Typically*, the Regular School Year consists of one-hundred eighty (180) days. The Village reserves the right to extend the contract for one (1), two-year extension, providing Contractor provides written notice to the Village not less than one hundred twenty (120) days prior to renewal date, both parties agree to the extension, all terms, conditions and specifications remain the same, and such extension is approved by the Village. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Village Manager. The extension period shall not extend for more than one-hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause invoked by the Village.

#### **4.8. Invoices/Payment**

The Village will accept weekly invoices; however, payments are processed no more than once monthly. Each invoice shall be fully detailed, including guard and supervisor names, dates and hours worked, and hourly charge. The Village shall make every attempt to process correct invoices within thirty (30) days of receipt. The Village will advise the Contractor or any items questioned within thirty (30) days of invoice receipt. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas questioned.

#### **4.9. Deletion Or Modification Of Services**

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

#### **4.10. Additional Items**

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

#### **4.11. Warranties Of Usage**

No warranty or guarantee is given or implied as to the total number of guards and supervisors that will be required as a result of this Contract. The numbers of guards stated in the RFP specifications are estimates of annual requirements, based on the Village's current requirements, subject to increases or decreases at any time during the school year or contract period. Actual guard services will be requested as needed.

#### **4.12. Independent Contractor**

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.13. Uncontrollable Circumstances ("Force Majeure")**

The village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

c. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **4.14. Insurance**

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.



Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

c. Automobile Liability with minimum limits of five hundred thousand dollars (\$500,000.00) each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

**In the event that you are the successful bidder, you will be required to provide a certificate naming the Village as an “additional insured” for both General Liability and Automobile coverages.**

Certificate holder should be addressed as follows:  
North Bay Village

1666 Kennedy Causeway, Suite 300

North Bay Village Florida 33141

#### **4.15. Bonds**

The successful bidder shall provide within three (3) days of the Effective Date of Contract, a cash bond, letter of credit or performance bond in an amount equal to Twenty Thousand Dollars (\$20,000) in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

#### **4.16. Lobbying Activities**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website

#### **4.17. Service Test Period**

The Village reserves the right to require a test period of thirty (30), sixty (60), or ninety (90) days prior to enacting an annual contract for these services, to determine if the Contractor can perform in accordance with the requirements of the RFP and to the Village's satisfaction. During the course of any trial period, the Contractor shall perform and such trial shall be based on compliance with all specifications, terms and conditions as contained in the RFP. A performance evaluation shall be conducted by the Village's Contract Administrator, or designee, and may include additional input from other Village staff, and/or outside sources, (School Board, neighborhood groups, School Officials, or residents), at various intervals during the trial period, and that evaluation shall be the basis for the Village's decision to continue with the Contractor, or to select another Contractor under the same trial terms and conditions. The Contractor will be rated on the RFP specifications, including: quality of services performed, timeliness of service performed, and responsiveness to the Village's needs. If a Performance Trial is enacted, and such trial is successful, the actual Contract date and commencement of contract term shall begin retroactive to the commencement date of the trial period.

Pricing proposed by the Contractor shall be firm not only for the trial period but also for the three (3) years of the initial contract term.

If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the Village reserves the right to terminate the Contract, after providing the Contractor written notification, and the Village shall issue an award to the next lowest responsible Proposer, in accordance with the RFP specifications, and so on until a successful Contract can be established.

#### **4.18. Contract Administrator**

The Village will designate a Contract Administrator whose principal duties shall be Liaison with Contractor. Coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

#### **4.19. Contractor Performance Reviews And Ratings**

The Village Contract Administrator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contact.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

#### **4.20. Bid Tabulations/Intent To Award**

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action, may be found at the Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at the Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

#### **4.21. Records/Audits**

The Contractor shall maintain during the term of the contract, all books of account, receipt invoices, individual timesheets signed by the guard and Contractor, weekly group time sheets signed by the Contractor, State of Florida and national criminal background checks including sexual predator and sexual offender checks, Florida Department of Transportation (FDOT) training certificates, FDOT training checklists, reports and records in accordance with generally accepted accounting practices and standards. The Contractor shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term and any extensions for the period of two (2) years.

## **SECTION 5 - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **5.1. Scope And Purpose**

North Bay Village is requesting proposals from qualified firms to establish a multi-year contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the Village, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

### **5.2. Scheduling/Staffing Requirements**

It is anticipated that Three (3) school crossing guards will be required for each school day. However, this is an estimate and the Contract Administrator will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time. The Contractor shall be required to provide coverage at the school crossings for the times indicated. (See Exhibit "A" for list of locations and hours of coverage, all tentative.) The Contractor shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate Village personnel. A maximum of three (3) hours will be paid by the Village for daily coverage.

All crossing guards are required to be at their assigned post one (1) hour prior to the start of school in the morning, and one-half (1/2) hour following dismissal in the afternoon. However, should the required reporting times be changed by the Miami-Dade County School Board, Contractor shall comply with no added cost to the Village.

### **5.3. Training**

It shall be the responsibility, at no cost to the Village, of the Contractor to ensure that all persons employed as school crossing guards, including supervisors, receive proper training. The Contractor must comply with Title XXIII, Chapter 316 Section 316.75, Florida Statutes, "School Crossing Guards" (previously Section 234.302, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act"), by employing FDOT certified crossing guard trainers to ensure that all persons employed as crossing guards receive proper training as required by law. Contractor shall provide evidence (i.e., FDOT issued training certificate or FDOT training performance checklist, if no certificate has yet been issued by the State) of training to Contractor Administrator prior to employment by Contractor. It is the Contractor's responsibility to keep all training documentation up to date and to provide copies to the Contract Administrator. All FDOT issued training certificates shall be signed by Contractor before forwarding to the Contract Administrator. 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 service and/or may serve as grounds for termination of the Contract. State required initial and annual re-training of all crossing guards, including supervisors, shall be conducted by a FDOT certified trainer as per the standards established by the FDOT. It shall be the sole responsibility of the Contractor, at no cost to the Village, to comply with all requirements of this regulation prior to contract commencement. The Contractor may provide its own certified staff training, or sub-contract for certified training to meet this requirement. Proposers shall include in their RFP response which method shall be used. If the Contractor uses its own staff for training, trainers shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response. If a sub-contractor shall be the source of training, such sub-contractor shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response. Any required additional training throughout the school year will be the sole responsibility of the Contractor, at no cost to the Village.

#### **5.4. Employee Qualifications**

a. Criminal Background History Check: The Contractor, at no cost to the Village, shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract.

Guards, back-up guards, supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor shall provide the Contract Administrator with the results of the criminal background history check prior to employment. The Contract Administrator will utilize North Bay Village's employment standards used for inspection, enforcement, security or uniformed fire personnel positions when making a determination regarding employment of personnel assigned to this contract. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately.

Contractor, upon receipt of such information, will immediately notify the Contract Administrator.

Annual criminal background history re-checks as provided in paragraph a above, at no cost to the Village, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

b. Training: All appropriate Contractor personnel must have received training in accordance with the Village's training requirements as set forth in Section 5.3 above, prior to being assigned to the Village's Contract. Use of untrained guards or supervisors may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall provide the Village with credentials supporting this training, prior to guard, back-up guard, supervisor or trainer assignment. Previous school crossing guard experience of Contractor employees who would be assigned to this Contract is preferred by the Village.

c. Dress Code/Identification: All Contractor employees shall present a professional appearance, be neat, clean, well groomed, courteous, properly uniformed, conduct themselves in a respectable manner, and be a minimum of eighteen (18) years old. The preferred uniform consists of a white shirt or blouse and navy or dark slacks or trousers. The Contractor or its employees are responsible for the cost of such uniform.

Proposer shall provide the Village with information on their written dress code policy as a part of the RFP response. Contractor personnel shall under no circumstances be permitted to wear open toed shoes, sandals, sling backs or slip-ons, or suggestive clothing. Contractor personnel shall wear some identification indicating they are the Contractor's employee. This may be in the form of a T-Shirt bearing the Contractor's name (i.e. Contractor name/"Contract Employee"); hat or cap, bearing Contractor's name; or an identification badge, prominently displayed, bearing Contractor's name, employee name, and may include a photo.

d. Personnel Removal/Reassignment/Substitution: The Village acknowledges that all employees and contractors of the Contractor shall be considered to be, at all time, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the Village.

However, the Village reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the Village. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the Contract Administrator, shall be complied with immediately.

## **5.6. Daily Field Supervision**

The Contractor shall provide a minimum of one (1) experienced field supervisor overseeing the operations, at all times, while the guards are on duty. A maximum of three (3) hours will be paid by the Village for daily supervision for a maximum of one (1) field supervisor. All supervisory personnel shall, at a minimum, be FDOT certified school crossing guards; FDOT certification as a trainer is preferred. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the Village. Field supervisors are permitted to work a post only on an emergency basis; supervisors are to be active in the field, not working posts.

Additional supervisory personnel may be provided by the successful Contractor to ensure a greater degree of monitoring and contract compliance. However, this will be provided at no cost to the Village.

### **5.7. Guard Back Up**

The Contractor shall ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup crossing guard shall be fully trained, FDOT certified, and familiar with the specific crossing location. Each working crossing guard shall be provided with the name and telephone number of a back-up guard and field supervisors in case the working guard cannot be at his/her post. The Contractor, at no cost to the Village, shall conduct a State of Florida and national criminal background history check on all back-up school crossing guards assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a back-up crossing guard to be assigned to the contract.

### **5.8. Twenty-Four (24) Hour Answering Service**

The Contractor shall provide for its employees a 24-hour answering service. The Contractor may setup its own call-out procedure, and this information shall be included in the RFP response.

### **5.9. Reports**

Contractor shall provide the following reports to the Contract Administrator in the frequencies specified:

A. Weekly Group Time Sheet: This report shall include each post location, by school name in alphabetical order, identification of the guard assigned to each post location, number of hours per day worked at each location during the week and other pertinent information to document that all crossing guard posts were properly staffed during the week. (See Exhibit "B" for a weekly group time sheet.) Each report shall be signed by the Contractor certifying that the Contractor's employees worked the hours listed on the timesheet. This report shall be faxed to the Contract Administrator not later than the Wednesday following each week worked. The report shall also be sent via electronic mail, in Microsoft Excel format, to the Contract Administrator at the same time it is provided via fax.

B. Master Guard List: This report shall include all crossing guards and their assigned posts, back-up guards and supervisors assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

C. Student Count Report: A "student count report" shall be conducted, upon request of the Contractor Administrator. This report shall contain the following information: Guard name, location and the number of students crossed A.M. and P.M. This report, when requested, shall be faxed or emailed to the Contract Administrator.

D. Complaint Report: Contractor shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the Contract Administrator as follows: due January 15th for the period covering commencement of the school year in August through Winter Break; due June 15th for the period covering commencement of school following Winter Break through the end of the Regular school year in May/June. This report shall include the following minimum information: Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

E. Daily Time Sheets: Contractor shall maintain at its offices, and make available for inspection by Village personnel, daily time sheets for all crossing guards and supervisors assigned to this contract. The daily time sheet shall, at a minimum, identify the crossing guard or supervisor and total number of hours worked each day. Daily time sheets shall be signed by the Contractor's employees certifying as to the number of hours worked.

F. Additional Reports: The Contract Administrator may request additional reports from time to time for the purpose of Contractor performance evaluation. Contractor agrees to provide these reports to the Village, as requested, and at no additional charge.

### **5.10 Contractor/Village Meetings**

The Village may request periodic meetings with the Contractor to review performance, address specific issues, etc. Contractor agrees to attend these meetings, at no charge to the Village, as necessary during the Contract term. Contractor, at a minimum, must attend periodic countywide meetings organized by the School Board and Miami-Dade County Traffic Engineering. Additionally, the Contractor may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. Contractor agrees to do so at no charge to the Village.

### **5.11. EQUIPMENT**

The Contractor is responsible, at no cost to the Village, for supplying all equipment required by the FDOT standards and guidelines and necessary for the school crossing guards and supervisors to perform their duties, to include at a minimum, but not limited to, the following: 1) retro-reflective stop paddle that conforms to the guidelines in MUTCD (Manual on Uniform Traffic Control Devices) Section 6E.03 and/or fluorescent or retro-reflective orange gloves; 2) fluorescent and retro-reflective safety vest; 3) metal whistle with lanyard; and 4) hi-visibility yellow rain gear. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor, at no cost to the Village. The Contractor shall provide, at its sole expense, all other equipment that may be required to properly perform the services in accordance with the terms of this RFP.



### **5.12. School Year Schedule**

It is estimated that school crossing guard services will be required for a total of approximately 1,800 days per year. The Contract Administrator will inform the Contractor of the specific dates when they are made available from the School Board. No warranty or guarantee is given or implied as to the total number of days of guard and Supervisor coverage that will be required as a result of this Contract.

Approximate School Year scheduling is as follows:

a. Regular School Year: The Regular School Year (consisting of 180 school days) typically begins in mid-August and is in session until approximately early June, with appropriate holidays, breaks and teacher work days that do not require coverage.

### **5.13. Retention Program**

If Proposer has an established program designed to recruit and retain personnel assigned to this contract, Proposer shall include in their RFP response a description of such program.

### **5.14. Basic Pre-Employment Physical Examination**

FDOT guidelines recommend that each prospective school crossing guard be given a basic physical examination, including agility, blood pressure, vision and hearing tests. If Proposer has an established program designed to meet this criteria, Proposer shall include in their RFP response a description of such program.

### **5.15. Special Events**

The Contractor may be requested to provide school crossing guards for special events. The Village will provide the Contractor with specific dates of these events when known to the Village and will provide the Contractor seven (7) days advance notice of the Village's requirements. A maximum of four (4) hours will be paid to the Contractor, per crossing guard at the hourly rate in effect at the time of service. Additional hours of coverage and the number of hours that will be paid by the Village will be mutually agreed upon by the Contractor and the Village Contract Administrator.

## **SECTION 6- CONSIDERATION FOR AWARD/AWARD PROCEDURES**

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Manpower and organization of company (qualifications of staff assigned to the contract, number of employees and supervisors available for the contract, firm's ability to secure additional personnel, number of FDOT certified trainers, etc.). **Weight Factor: 15%**
2. Financial stability of company to perform services, bank references, audited financial statements, other business references. **Weight Factor: 10%**
3. References for which school crossing guard services are currently being provided in this area. **Weight Factor: 10%**
4. Number of years' experience in providing similar services. **Weight Factor: 5%**
5. Program or incentives offered to employees to retain services to ensure low turnover. **Weight Factor: 5%**
6. Approach and concept to the project, proposed scope of services. **Weight Factor: 15%**
7. Method to be used for FDOT training program. **Weight Factor: 5%**
8. Compliance with FDOT recommended guidelines regarding pre-employment physicals. **Weight Factor: 5%**
9. Dress code/identification of employees. **Weight Factor: 5%**
10. Call-out procedure. **Weight Factor: 5%**
11. Total cost to the Village. The lowest hourly cost to the Village shall receive the maximum cost points. **Weight Factor: 20%**

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only. with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

## **SECTION 7 - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals should be submitted through RFP Depot. If mailed, proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All mailed proposals must be received at Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 prior to 2:00 pm on the date specified in this RFP. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**IF MAILED, PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SIX (6) COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS THE ABOVE REQUIREMENT TOTALS EIGHT(8) COPIES OF YOUR PROPOSAL.**

## **SECTION 8 - TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the Village in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project. Include method to be used for training, dress code policy, call-out procedure, etc.

Tab 4: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A resume or summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which school crossing guard services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response. Description of services rendered: During the month(s)/year(s): Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 8: List those North Bay Village agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding North Bay Village). A minimum of three (3) is required.

Tab 11: Proposer please quote your firm, Fixed Hourly Rate in accordance with the RFP:  
Estimated Number of combined Guard (3) and Supervisor (1) Hours Per Day = 12 hours  
Estimated Number of School Days = 180 days

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

## **SECTION 9 – CONE OF SILENCE**

### **9.1 Cone of Silence**

You are hereby advised that this Request for Proposal No. NBV 2013-002 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### **§ 38.18 - Cone of Silence.**

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a.any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b.any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d.any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.



b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## **SECTION X – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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**FORM 1**

**BID PROPOSAL NORTH BAY VILLAGE CROSSING GUARDS**

The following Bid Proposal is presented to assist the Village in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 5 of the Bid Documents (Technical Specifications/Scope of Services). Any additional services that are not included in the Contract shall be performed at the request of the Village Manager. Payment shall be made on the basis of Work actually performed and completed.

Hourly Rate per Crossing Guard      \$ \_\_\_\_\_

Hourly Rate for Supervisor            \$ \_\_\_\_\_

**Taxpayer Identification Number:**

\_\_\_\_\_

**BIDDER:**

\_\_\_\_\_

(Company Name)

\_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(Printed Name and Title)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 2**

**PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

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Principal Business Address:

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2. Principal Contact Person(s):

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3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

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4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name

Address

Title

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If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Month

Day

Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
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1.

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2.

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6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

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2.

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7. Licenses:

a. County or Municipal Occupational License No.

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(Attach Copy)

b. Occupational License Classification:

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c. Occupational License Expiration Date:

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d. Social Security or Federal I.D. No:

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### FORM 3

#### PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

A. Name & Title

B. Years of Experience with:

This Firm:

With Other Similar Firms:

C. Education:

Degree(s)

Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications

F. Attach applicable licenses for each individual performing services pursuant to this Contract.



**FORM 4**

**REFERENCES**

The Proposer shall provide a minimum of three (3) references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

2. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

3. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

**FORM 5**

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## FORM 6

### DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the 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 contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_

Signature (Blue ink only)

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )

) SS:

COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

---

NOTARY PUBLIC

My Commission Expires:

**FORM 7**

**ACKNOWLEDGMENT OF ADDENDA**

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

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**FORM 8**

**INDEPENDENCE AFFIDAVIT**

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_

Signature (Blue ink only)

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires:

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 9**

**CERTIFICATION TO ACCURACY OF PROPOSAL**

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 10**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

\_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_

[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

STATE OF FLORIDA                    )  
                                                  )  
COUNTY OF MIAMI-DADE         )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)\_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: print, stamp or type as commissioned.)

- \_\_\_\_\_ Personally known to me, or
- \_\_\_\_\_ Personal identification:  
\_\_\_\_\_  
(Type of Identification Produced)
- \_\_\_\_\_ Did take an oath, or
- \_\_\_\_\_ Did Not take an oath





## Section 11

### SAMPLE CONTRACT

THIS CONTRACT (“Contract”), made as of \_\_\_\_\_, 201\_\_ by and between NORTH BAY VILLAGE (VILLAGE), a Florida municipality and \_\_\_\_\_, a Florida corporation (“CONTRACTOR”), located at \_\_\_\_\_.

WHEREAS, the VILLAGE has awarded RFP Number 2013-002 for School Crossing Guard Services to CONTRACTOR, pursuant to Village Commission Resolution No. 2013-XX; and

WHEREAS, Resolution 2013-XX authorizes the Village Manager to execute a Contract with CONTRACTOR, in the form provided in RFP 2013-002 together with such changes to form as approved by the Village Manager and Village Attorney.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK - CONTRACTOR shall provide all materials, personnel and services necessary to perform the scope of work as outlined in Section 5 of the RFP, Technical Specifications/Scope of Services following the Miami-Dade Public Schools Calendar for Elementary Schools.
  - 1.1 The crossing guards will be billed at three hours per day except Wednesday; on Wednesdays the early release makes it a two-hour day.
  - 1.2 Field Supervisor will be billed at three hours per day.
  - 1.3 CONTRACTOR shall have, at all times during the term hereof, at its ready disposal, backup personnel.
  - 1.4 CONTRACTOR shall provide the VILLAGE with a DUTY ROSTER providing the names of each Personnel, and the location of such individual’s post location.
  - 1.5 DUTY HOURS and LOCATIONS:
    - 1.5.1 CONTRACTOR shall provide the personnel described above during school hours and at all posts as deemed necessary by the VILLAGE.
    - 1.5.2 VILLAGE has the right to change the duty hours, as well as duty location, by written directive, which shall become effective on the date set forth in such written directive, provided that such date shall not be sooner than three (3) business days from the date of the written directive.

1.5.3 CONTRACTOR acknowledges that VILLAGE is contracting for the full crossing guard services for the hours and at the described posts as stated in the RFP. CONTRACTOR shall ensure all crossings are covered with qualified personnel at each post during the prescribed post hours.

1.6 SCREENING, TRAINING AND SUPERVISION:

1.6.1 CONTRACTOR will conduct a Criminal History check and provide Drug Testing, to identify perspective personnel for hire. CONTRACTOR shall be solely responsible for the costs of conducting such checks and testing. Criminal history check will be in accordance to Florida Statute 1012.465.

1.6.2 CONTRACTOR shall be responsible for furnishing the training, certification and annual re-training of each of the required personnel.

1.6.3 CONTRACTOR represents that it is a qualified trainer, or has contracted with a qualified trainer approved as part of the initial RFP and shall provide personnel meeting these training and certification standards required pursuant to Section 234.302, Florida Statutes. No person lacking such certification shall be provided to the VILLAGE by CONTRACTOR.

1.7 UNIFORM:

1.7.1 All personnel shall wear dark slacks, skirts or shorts and a white top with appropriate identification badge and reflective vest.

1.7.2 At all times during the performance of their duties, all personnel shall dress in a clean and neat manner.

1.7.3 CONTRACTOR is responsible for supplying all equipment required by the state of Florida, to include the following for each guard: A hand-held stop sign (retro reflective), a fluorescent retro reflective safety vest and a metal whistle with a lanyard

1.8 COMPORTMENT; CHANGE OF PERSONNEL:

1.8.1 At all times when such personnel are working in the VILLAGE whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect to the VILLAGE or CONTRACTOR, or call into question the competence or demeanor of such person relative to the performance of School Crossing Guard Services, which, by its nature, requires such personnel to come into contact with minors.

1.8.2 VILLAGE reserves the right to require the change of any personnel upon not less than three (3) business days' written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description and the location of the post location

2. CONSIDERATION:

2.1 CONTRACTOR shall be compensated for the services provided hereunder in accordance with the following hourly rates:

2.1.1 Crossing Guards shall be billed at an hourly rate of: \$\_\_\_\_\_.

2.1.2 Supervisor shall be billed at an hourly rate of: \$\_\_\_\_\_.

2.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premiums, withholding taxes, FICA, benefits, if any, all remuneration; all labor contract compliance, and all other charges.

2.3 CONTRACTOR is being retained as an Independent CONTRACTOR and acknowledges this Contract does not create any employment relationship with VILLAGE.

2.4 VILLAGE shall bear no responsibility for any salary, wages, charges, fees, permits, and the like associated with the employment of CONTRACTOR personnel.

2.5 CONTRACTOR shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.6 The Village shall make payment on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.7 Any and all additional services outside of the Detailed Specifications as defined in Exhibit "A" and performed by the CONTRACTOR, shall be at the sole discretion of the Village Manager and shall be paid pursuant to the terms and conditions of this Contract.

3. TERM/RENEWAL:

- 3.1 This Contract shall commence on February 3, 2014 and include the period from the commencement date through February 2, 2017. The initial contract will be for a period of three years.
- 3.2 The Village Manager may, at his or her sole option, extend this Contract on the same terms and conditions for up to one (1) additional two (2) year term (the "Renewal Term"). Such Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the CONTRACTOR received no later than thirty (30) days prior to the date of termination.

4. TERMINATION:

- 4.1 Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.
- 4.2 Upon notice of such termination, the VILLAGE shall determine the amounts due to the CONTRACTOR for services performed up to the date of termination. The CONTRACTOR shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- 4.3 After receipt of a notice of termination, and except as otherwise directed, the CONTRACTOR shall stop all Work under this Contract on the date specified in the notice of termination.
- 4.4 The VILLAGE may terminate this Contract upon five (5) days written notice if the CONTRACTOR defaults on any material term of this Contract. The VILLAGE will be responsible only for the cost of Work accepted and approved by the Village Manager at the time of termination.

5. CONTRACT DOCUMENTS: The following documents shall, by this reference, be considered part of this Contract:

RFP;  
All Addenda;  
Contract;  
Proposal, including all Forms submitted;  
Detailed Specifications;  
Insurance and Bond or Security Certificates and Instruments.

## 6. INSURANCE AND BONDS:

- 6.1 The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverages shall include a minimum of:
- 6.2 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.
- 6.3 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, and two million dollars (\$2,000,000) general aggregate limit.
- 6.4 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- 6.5 Certificate of Insurance: CONTRACTOR shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The VILLAGE reserves the right to require the CONTRACTOR to provide a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.
- 6.6 Additional Insured: The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from operations performed by or on behalf of CONTRACTOR in performance of this Contract. CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- 6.7 Deductibles: All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 6.8 Bond: Prior to performing under this Contract and within three (3) days of the Effective Date hereof, the CONTRACTOR shall deliver to the VILLAGE a [cash bond, letter of credit or performance bond in the amount of twenty thousand dollars \(\\$20,000\)](#), in a form approved by the Village Attorney. The surety providing any such Bond must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bond shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

7. INDEMNIFICATION:

- 7.1 CONTRACTOR shall indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action, including court costs and attorneys' fees, fines, expenses, and penalties up through trial and on appeal of any kind or nature which may arise from any negligent act or omission, misfeasance, or malfeasance of CONTRACTOR, its agents, servants, or employees in the performance of services under this contract.
- 7.2 CONTRACTOR further agrees to indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever kind or nature, including court costs and attorneys' fees, arising out of any conduct or misconduct, act or omission of CONTRACTOR not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.
- 7.3 The CONTRACTOR shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract.
8. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of VILLAGE .
9. ASSIGNMENT AND AMENDMENT: No assignment by the CONTRACTOR of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the CONTRACTOR hire a subcontractor to perform its duties under this Contract without prior written approval of the VILLAGE. This Contract may only be amended, by the parties, with the same formalities as this Contract.
10. CONSTRUCTION: This Contract and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie exclusively in Miami-Dade County, Florida.



11. **INSPECTION AND AUDIT:** During the term of this Contract and for three (3) years from the date of Termination the Contract shall allow City representatives access during reasonable business hours to Contractor's and any subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.
12. **ACCESS TO PUBLIC RECORDS:** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The VILLAGE shall have the right to immediately terminate this Contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.
13. **SEVERABILITY:** If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein
14. **JOINT PREPARATION:** The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.
15. **COUNTERPARTS:** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same contract.
16. **NOTICES:** Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

VILLAGE:                      NORTH BAY VILLAGE  
Frank J. Rollason; Village Manager  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

With COPY to:                North Bay Village  
Robert J. Daniels; Chief of Police  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. In the event of any conflict between any provisions of this Contract and any provisions in the exhibits hereto, the parties agree that the provisions of this Contract are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTESTED:

NORTH BAY VILLAGE:

BY: \_\_\_\_\_  
Yvonne Hamilton, Village Clerk

BY: \_\_\_\_\_  
Frank J. Rollason, Village Manager

APPROVED AS FORM FOR THE USE  
OF NORTH BAY VILLAGE:

\_\_\_\_\_  
Weiss Serota Helfman  
Pastoriza Cole & Boniske  
Village Attorney

SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

CONTRACTOR:

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

**EXHIBIT A**

**North Bay Village School Crossing Guard Locations – School Year 2013-2014**

School – Treasure Island Elementary: 7540 East Treasure Drive, North Bay Village Florida 33141

All post times will be 07:30 am to 09:00 am and 2:00 pm to 3:30 pm. On early release days (currently Wednesdays), will be 1:00 pm to 2:30 pm. for a total of three man hours per school day for each Guard. Total Guard work hours will be 12 hours per day.

Guard post #1 – Kennedy Causeway at intersection of East Treasure Drive, north side of roadway.

Guard post #2 - Kennedy Causeway at intersection of East Treasure Drive, south side of roadway.

Guard post #3 – 7601 East Treasure Drive at crosswalk on East Treasure Drive in front of school.

**EXHIBIT B**

**Weekly Group Time Sheet**