



Event # 476-1

Name: School Crossing Guard Services

Description: The City of Fort Lauderdale is requesting bids from qualified Suppliers, to provide School Crossing Guard Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Buyer: MCDONALD, KIRK

Status: Pending Award

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 1

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 06/02/2025 03:00:00 PM

Open: 06/02/2025 02:00:00 PM

Q & A Close: 06/16/2025 05:00:00 PM

Close: 06/26/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out and attach the Required Documents?	Yes No	_Required Forms Packet - Forms 1-12.pdf
Did you provide a copy of your written dress code policy as a part of the ITB response?	Yes No	

Attachments

Name	Attachment
1. General Conditions - Rev 08-2023.pdf	1. General Conditions - Rev 08-2023.pdf
Event 476 - Crossing Guard Services.pdf	Event 476 - Crossing Guard Services.pdf
Exhibit A_School Coverage List.pdf	Exhibit A_School Coverage List.pdf

Event # 476-1: School Crossing Guard Services

Name	Attachment
Exhibit B_Employment Standards.pdf	Exhibit B_Employment Standards.pdf
Exhibit C_School Crossing Guard Time Sheet.pdf	Exhibit C_School Crossing Guard Time Sheet.pdf

Contacts

Name	Email Address
KIRK MCDONALD	kmcdonald@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
918-93	Security/Safety Consulting
924-71	School Operation and Management Services
990-27	Crossing Guard Services
990-46	Guard and Security Services

Line Details

Line 1: Crossing Guard Hourly Rate

Description: Crossing Guard Hourly Rate

Estimated hours per year - 79800

Item: CROSSING GUARD HOURLY RATE Crossing Guard Hourly Rate

Long Item Crossing Guard Hourly Rate

Description: Estimated hours per year - 79800

Commodity Code: 990-27 Crossing Guard Services

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: CROSSING GUARD
HOURLY RATE

Event # 476-1: School Crossing Guard Services

Quantity: 1.0000

Unit of Measure: LH

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

Add On Charges Allowed: No

Line 2: Supervisor Hourly Rate

Description: Supervisor Hourly Rate

Estimated hours per year - 3780

Item: SUPERVISOR HOURLY RATE Supervisor Hourly Rate

Long Item Description: Supervisor Hourly Rate
Estimated hours per year - 3780

Commodity Code: 990-27 Crossing Guard Services

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: SUPERVISOR HOURLY RATE

Quantity: 1.0000

Unit of Measure: LH

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

Add On Charges Allowed: No

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor, Bidder, or Proposer, to provide School Crossing Guard Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Kirk McDonald at (954) 828-5073 or email at kmcdonald@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors. Please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. 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 Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, 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 and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

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

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A [sample of the formal agreement template](#), which may be required to be executed by the awarded vendor can be found at our website.

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with [City of Fort Lauderdale Ordinance No. C-11-42](#), and [Resolution No. 07-101, Lobbying Activities](#). Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site: [Click Here](#)

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site: [Click Here](#)

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: [Click Here](#)

2.21.2 The complete protest ordinance may be found on the city's web site at the following link:
[Click Here](#)

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security- N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy

maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, Florida 33316

- 2.26.5** Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

- 2.26.6** If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.29 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement 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:

2.32.1 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;

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

2.32.3 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

2.32.4 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 City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Approved Equal or Alternative Product Bids – N/A**2.36 Contract Period**

The initial contract term shall commence upon date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3), additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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 City as authorized by the awarding authority. The extension period shall not extend for more than 270 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 is invoked by the City.

2.37 Cost Adjustments – N/A**2.38 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator

The City may designate a Contract Coordinator 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.

2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may 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 contract.
Non-compliance	Either 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.

2.41 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.42 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2.45.1 The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

2.45.2 The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

2.45.3 A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

2.45.4 Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2023) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes (2023). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB,

except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

2.52 Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2023), as may be amended or revised.

2.53 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

2.54 Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

2.55 Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

2.56 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

2.56.1 The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees'

spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

- 2.56.2** The Contractor certifies and represents that it will comply with Section 2- 187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
- 2.56.3** The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 2.56.4** The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 2.56.5** The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor, Bidder, or Proposer, to provide School Crossing Guard Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (ITB).

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 City. Contractor 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 ITB specifications.

3.2 Scheduling/Staffing Requirements

It is anticipated that ninety-five (95) 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 City personnel. An average of four (4) hours will be paid by the City for daily coverage at each school. However, in situations where elementary and middle school hours overlap at a post, additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Contractor and the Contract Administrator.

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 Broward County School Board, Contractor shall comply with no added cost to the City.

- **Crossing guard estimated yearly hours worked – 79800**
- **Supervisor estimated yearly hours worked – 3780**

3.3 It shall be the responsibility, at no cost to the City, 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 City, to comply with all requirements of this regulation prior to contract commencement. The crossing guard supervisors shall be certified FDOT trainer; all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, are to be included as a part of your ITB 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, are to be included as a part of your ITB response.

Any required additional training throughout the school year will be the sole responsibility of the Contractor, at no cost to the City.

3.4 Employee Qualifications

A. Criminal Background History Check: The Contractor, at no cost to the City, 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.

NOTE: There may be nuances based on prior arrests and or convictions for crimes that may not be enumerated in a list. Therefore, The City has the final decision when determining whether the criminal background is acceptable.

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 the City of Fort Lauderdale'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. (See Exhibit "B" for a list of employment standards.) 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 City, 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 City's training requirements as set forth in Section 3.2 above, prior to being assigned to the City'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 City 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 City.

- 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 solid white shirt or blouse and tan slacks or trousers. The Contractor or its employees are responsible for the cost of such uniform.

Proposer should provide the City with a copy of their written dress code policy as a part of the ITB response. Contractor personnel shall under no circumstances be permitted to wear open-toed shoes, sandals, sling backs or slippers, or suggestive clothing.

Contractor personnel shall, other than a "Stop Sign" and safety reflective vest, 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/Addition: The City 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 City. However, the City 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 City. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the Contract Administrator, shall be complied with immediately within 12 hours or less. Additionally, the City reserves the right to request the Contractor add guard posts as needed.
- E.** Transition from Existing Contract: It is the City's desire that the successful Contractor coordinate with the current Contractor to offer the persons currently employed as crossing guards, back-up guards, supervisors and trainers first consideration for any available crossing guard or supervisory work in accordance with the successful Contractor's employment terms and conditions.

3.5 Daily Field Supervision

The Contractor shall provide a minimum of three (3) experienced field supervisors overseeing the operations, at all times, while the guards are on duty. A maximum of six (6) hours will be paid by the City for daily supervision for a maximum of three (3) field

supervisors. All supervisory personnel shall have FDOT certification as a trainer. 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 City. 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 City.

3.6 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 City, 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.

3.7 Twenty-Four (24) Hour Answering Service

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

3.8 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. 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 sent via electronic mail, in Microsoft Excel format to the Contract Administrator no later than the Wednesday following each week worked.
- 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. If there is an Extended School Year Session (a/k/a Summer School), a report shall be due on August 1st covering the entire Extended School Year Session. 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 City 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. (Exhibit C)
- 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 City, as requested, and at no additional charge.

3.9 Contractor/City Meetings

The City 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 City, as necessary during the Contract term. Contractor, at a minimum, must attend periodic countywide meetings organized by the School Board and Broward 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 City.

4.0 Equipment

The Contractor is responsible, at no cost to the City, 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) Law enforcement officers performing school crossing supervision and adult crossing guards shall wear high-visibility retroreflective safety apparel labeled as ANSI 107-2020 standard performance for Class 2, Type R, as described in Section 6C.05. 2) Adult crossing guards shall not direct traffic in the usual law enforcement regulatory sense. In the control of traffic, they shall pick opportune times to create a sufficient gap in the traffic flow. At these times, they shall stand in the roadway to indicate that pedestrians are about to use or are using the crosswalk, and that all vehicular traffic must stop. 3) Adult crossing guards shall use a STOP paddle. The STOP paddle shall be the primary

hand-signaling device. 4) The STOP paddle shall comply with the provisions for a STOP/SLOW paddle that conforms to the guidelines in MUTCD (Manual on Uniform Traffic Control Devices) Section 7D.02 except both sides shall be a STOP face. See the full manual at: https://mutcd.fhwa.dot.gov/pdfs/11th_Edition/mutcd11thedition.pdf. 5) The paddle shall be retroreflective or illuminated when used during hours of darkness. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor, at no cost to the City.

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 ITB.

4.1 School Year Schedule

It is estimated that school crossing guard services will be required for a total of approximately 210 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.

B. Extended School Year (a/k/a Summer School): The Extended School Year typically begins in July and is in session for approximately 30 days.

4.2 Annexation

In the event that additional areas are annexed into the City of Fort Lauderdale, the Contractor shall assume responsibility for providing school crossing guard services to designated schools in the annexed areas. The level of service and hourly charge for services provided in an annexed area must be equal to the service and hourly charge provided within the original City limits at the time the annexation is effective. The Contractor will be required to provide school crossing guard services at locations in the annexed areas, as directed by the Contract Administrator. The Contract Administrator shall provide all information regarding the additional number of school crossing guards required as soon as the annexation is approved. The Contract Administrator will work with the Contractor to develop a transition plan before the date upon which the expanded service will be required.

4.3 Retention Program

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

4.4 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 ITB response a description of such program.

4.5 Special Events

The Contractor may be requested to provide school crossing guards for special events (i.e., annual David Deal Play Day). The City will provide the Contractor with specific dates of these events when known to the City and will provide the Contractor seven (7) days advance notice of the City'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 City will be mutually agreed upon by the Contractor and the City Contract Administrator.

END OF SECTION



**Event 476 School Crossing Guard
Exhibit A**

List of Schools and Crossing Guards Hours

BAYVIEW ELEMENTARY SCHOOL=3

7:00 to 8:00

2:00 to 2:30

NE 12th Street/E of Middle Drive at School

NE 11th Court/Bayview Drive

NE 12th Street/Bayview Drive

BENNETT ELEMENTARY SCHOOL=2

6:45 to 8:00

2:00 to 2:30

NE 13th Street/NE 17th Avenue Block at Pedestrian Light

NE 14th Street/NE 17th Way

CROISSANT PARK ELEMENTARY SCHOOL=3

7:00 to 8:00

2:00 to 2:30

SW 4th Avenue/SW 17th Street

SW 4th Avenue/SW 17th Street

SW 4th Avenue/Davie Boulevard

DILLARD ELEMENTARY SCHOOL/DILLARD 6-12=10

6:30 to 8:00

2:40 to 3:30

NW 11th Street/NW 24th Avenue

NW 12th Court at School/NW 24th Avenue

W Sunrise Boulevard/NW 24th Avenue

W Sunrise Boulevard/NW 24th Avenue

W Sunrise Boulevard/NW 24th Avenue

W Sunrise Boulevard/NW 24th Avenue

NW 11th Street/NW 27th Avenue

NW 11th Street/NW 27th Avenue

NW 13th Court/NW 27th Avenue

NW 13th Court/E of NW 24th Terrace

FLORANADA ELEMENTARY SCHOOL=5

6:45 to 8:00 Ba

2:00 to 2:30

NE 14th Way/NE 50th Court
NE 14th Way/NE 50th Court
NE 15th Avenue/N of NE 53rd Street at Pedestrian Light
NE 15th Avenue/NE 56th Street
NE 15th Avenue/NE 56th Street

HARBORDALE ELEMENTARY SCHOOL=2

7:00 to 8:00

2:00 to 2:30

SE 15th Street/Miami Road
SE 15th Street/SE 10th Avenue

SUNLAND PARK ACADEMY=6

6:45 to 8:00

2:00 to 2:30

NW 9th Street/NW 13th Avenue
NW 9th St West Side of Park/NW 16th Avenue
NW 13th Avenue at Pedestrian Light/W Sunrise Boulevard
NW 13th Avenue at Pedestrian Light/W Sunrise Boulevard
W Sunrise Boulevard/NW 15th Avenue
W Sunrise Boulevard/NW 15th Avenue

NORTH FORK ELEMENTARY SCHOOL=5

6:30 to 7:50

2:50 to 3:20

N of NW 1st Street at Pedestrian Light/NW 15th Avenue
Sistrunk Boulevard/NW 15th Avenue
Sistrunk Boulevard/NW 15th Avenue
W Broward Boulevard/NW 15th Avenue
W Broward Boulevard/NW 15th Avenue

NORTH SIDE ELEMENTARY SCHOOL=8

6:45 to 8:00

3:00 to 3:30

N Andrews Avenue/S of NE 11th Street at Pedestrian Light
NE 2nd Avenue at School/NE 11th Street
NE 4th Avenue/NE 11th Street
NE 4th Avenue/NE 11th Street
NE 4th Avenue/NE 13th Street
NE 4th Avenue/NE 13th Street
N Andrews Avenue/NE 13th Street
N Andrews Avenue/NE 13th Street

RIVERLAND ELEMENTARY SCHOOL=5

6:45 to 8:00

2:00 to 2:30

N of Davie Boulevard at Pedestrian Light/SW 27th Avenue
N of Davie Boulevard at Pedestrian Light/SW 27th Avenue
SW 10th Street/SW 27th Avenue
Davie Boulevard/SW 27th Avenue
Davie Boulevard/SW 27th Avenue

STEPHEN FOSTER ELEMENTARY SCHOOL=4

6:30 to 8:00

2:00 to 2:30

SW 22nd Street/SW 31st Avenue
SW 20th Court/SW 34th Avenue
SW 22nd Street/SW 34th Way
Fairfax Drive/SW 35th Avenue

THURGOOD MARSHALL ELEMENTARY SCHOOL=9

6:45 to 8:15

3:15 to 3:45

NW 7th Terrace/NW 13th Street
NW 7th Avenue/NW 13th Street
NW 7th Avenue/NW 13th Street
NW 7th Avenue/NW 16th Street
Powerline Road/NW 13th Street
Powerline Road/NW 13th Street
Powerline Road/NW 13th Street
Powerline Road/NW 19th Street
Powerline Road/NW 19th Street

VIRGINIA SHUMAN YOUNG ELEMENTARY SCHOOL=1

8:15 to 9:30

3:30 to 4:00

East Broward Boulevard/Crosswalk at School
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WALKER ELEMENTARY SCHOOL=86:45 to 8:003:00 to 3:30

NW 4th Street/Front of School
NW 4th Street/NW 7th Avenue
NW 4th Street/NW 7th Avenue
NW 4th Street/NW 9th Avenue
NW 4th Street/NW 9th Avenue
NW 4th Street/NW 11th Terrace
NW 6th Street/NW 9th Avenue
Sistrunk Boulevard/NW 10th Avenue

WESTWOOD HEIGHTS ELEMENTARY SCHOOL=26:45 to 8:003:00 to 3:30

SW 7th Street/SW 28th Terrace
SW 8th Street/SW 31st Avenue

NEW RIVER MIDDLE SCHOOL=78:15 to 9:304:00 to 4:30

Riverland Road/East of Bimini Lane at Pedestrian Light
Riverland Road/SW 31st Avenue
Riverland Road/SW 31st Avenue
Riverland Road/SW 31st Avenue
Riverland Road/SW 31st Avenue
Riverland Road/State Road 7
Davie Boulevard/SW 31st Avenue

**ROCK ISLAND ELEMENTARY SCHOOL /WILLIAM DANDY
MIDDLE SCHOOL=9**6:45-8:00 8:15-9:303:00-3:30 4:00-4:30

NW 19th Street/NW 21st Avenue
NW 19th Street/NW 21st Avenue
NW 19th Street/NW 21st Avenue
NW 19th Street/NW 24th Avenue
NW 19th Street/NW 24th Avenue
NW 19th Street/NW 24th Avenue
NW 20th Street/NW 24th Avenue
NW 21st Street/NW 24th Avenue
NW 22nd Street/NW 23rd Lane

SUNRISE MIDDLE SCHOOL=6

7:45 to 9:15

3:45 to 4:15

NE 13th Street/NE 15th Avenue
NE 13th Street/NE 15th Avenue
NE 13th Street/NE 15th Avenue
NE 13th Street/NE 15th Avenue
NE 13th Street/NE 17th Avenue
NE 14th Street/NE 17th Way



**Event 476 School Crossing Guard
Exhibit B**

Employment Standards

NOTE: This is the criteria used by the City of Fort Lauderdale in determining an applicant's eligibility for employment.

Inspection, Enforcement, Security or Uniformed Fire Personnel Criminal Records Including Guilty Pleas (Regardless of Adjudication) No Contest Pleas, Pre-Trial Intervention/Diversion

I. Will Not Hire

- Section 415.111, adult abuse, neglect, or exploitation of aged persons or disabled adults.
- Section 782.04, murder.
- Section 782.07, manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- Section 782.071, vehicular homicide.
- Section 782.09, killing of an unborn child by injury to the mother.
- Section 784.011, assault, if the victim of the offense was a minor.
- Section 784.021, aggravated assault.
- Section 784.03, battery, if the victim of the offense was a minor.
- Section 784.045, aggravated battery.
- Section 784.075, battery on a detention or commitment facility staff.
- Section 787.01, kidnapping.
- Section 787.02, false imprisonment.
- Section 794.011 sexual battery.
- Section 798.02 lewd and lascivious behavior.
- Section 800, lewdness and indecent exposure if of a sexual nature.
- Section 806.01, relating to arson.
- Section 810.02 burglary.
- Section 812, theft, robbery, and related crimes, if the offense is a felony.
- Section 827.03, child abuse, aggravated child abuse, or neglect of a child.
- Section 827.04, contributing to the delinquency or dependency of a child.
- Section 827.071, sexual performance by a child.
- Section 836.09, extortion.
- Section 843.01, resisting arrest with violence.
- Section 847, obscene literature.
- Pending case for Section 316.193, driving under the influence.

- Pending cases for any of the offenses listed in this appendix.

II. Will Not Hire--If Offense is Less than 10 years

- Section 777.04, solicitation of prostitute.
- Section 784.03, felony battery.
- Section 790.01, felony concealed weapon.
- Section 796, prostitution.
- Section 831, forgery.
- Section 893, drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- Section 943.401, public assistance fraud.
- Other Felonies Not Mentioned in Section I
- Multiple cases of crimes listed in III below.

III. Will Not Hire--If Offense is Less than 5 years

- Section 316.193, driving under the influence (Unless limited to a three (3) year time period by PSM 6.16).
- Section 741.28, domestic violence.
- Section 784.011, misdemeanor assault.
- Section 784.03, misdemeanor battery.
- Section 790.01, misdemeanor concealed weapon
- Section 843.02 resisting arrest without violence.
- Section 893, drug abuse prevention and control, if offense was misdemeanor.
- Multiple cases of crimes listed in IV below.

IV. Judgement-Case by Case Review

- Section 801.08-13, trespassing.
- Section 812, petty theft (including shoplifting).
- Section 832.05, worthless checks.
- Section 856.021, loitering.
- Section 877.03, disorderly conduct.
- Other criminal offenses.