CITY OF PARKLAND REQUEST FOR PROPOSALS # 2022-09

SCHOOL CROSSING GUARD SERVICES

Public notice is hereby given that the City of Parkland has issued a Request for Proposals for the above-named contract, with responses due no later than the date and time given below.

The City of Parkland, Florida is requesting proposals from qualified firms, hereinafter referred to as the "Proposer", to provide Crossing Guard Services for the public schools located in the City of Parkland, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

All responses to this Request for Proposals MUST be submitted ELECTRONICALLY through the City of Parkland's official e-procurement platform powered by bids&tenders. Solicitation responses submitted by any other means <u>WILL NOT</u> be accepted. All competitive solicitations will be publicly opened online at CityofParkland.bidsandtenders.net. Bids received after the assigned date and time are not permitted by the bidding system.

A copy of the complete solicitation package may be obtained from the City of Parkland's website: https://cityofparkland.bidsandtenders.net/Module/Tenders/en.

If you are not registered as a vendor with the City's bids&tenders site, you may do so, at no charge, which will then provide you with automatic notifications when the City posts solicitations. The solicitation is also advertised through DemandStar, however proposals **must be** submitted through the City's bids&tenders website.

RESPONSES ARE DUE BY 7/07/2022, 2:00 PM (E.ST.)

CONTACT: Jill Woods, Buyer
CITY OF PARKLAND, PURCHASING DEPARTMENT
6600 UNIVERSITY DRIVE
PARKLAND, FLORIDA 33067
TELEPHONE: (954)757-4180

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ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to the proposal shall be as follows:

<u>Event</u> <u>Date (on or by)</u>

Advertisement of RFP 6/17/2022

Pre-Proposal Meeting N/A

Last day for questions/clarification 6/28/2022 by 5:00 PM E.S.T.

Last day for addendum to be posted 6/30/2022

Proposal Submission deadline 7/7/2022 at 2:00 PM E.S.T.

Evaluation Committee Meeting 7/19/2022 @ 10:00 AM E.S.T.

Recommendation for Award First available City Commission meeting

Note: All times are subject to change at the City's discretion.

☐ PRE-PROPOSAL CONFERENCE (applicable if box checked):

A pre-proposal conference shall be held on ________. at the City of Parkland Commission Chambers, 6600 University Drive, Parkland, FL 33067 as well as virtually via Zoom. The City will not be held responsible for incorrect fee proposal due to contractor's misunderstanding of requirements, measurements, and services required. This information session presents an opportunity for the proposers to clarify any concerns regarding the proposal requirements.

Although the pre-Proposal conference is optional, no modification or changes will be allowed because of the failure of the Proposer to have not attended the conference and carefully reviewed all available information.

VIRTUAL MEETING INFORMATION:

Please note that the meeting information provided below will be the same for any/all virtual meetings related to this solicitation.

Click here to join the meeting
Learn More | Meeting options

SECTION 1-INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City of Parkland, Florida is actively seeking proposals from all qualified firms, hereinafter referred to as the "Proposer", to provide Crossing Guard Services for the public schools located in the City of Parkland, in accordance with the terms, conditions, and scope of services of this solicitation document (RFP). The initial term of this contract will be for two (2) years, with options to renew for three (3) additional one (1) year terms.

1.2 INFORMATION/CLARIFICATION

Questions related to the solicitation are to be submitted to the Purchasing representative through the on-line Bidding system only by clicking on the "Submit a Question" button for this specific bid opportunity. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by a written addendum which will be posted and must be acknowledged by Proposer.

1.3 BIDS & TENDERS E-PROCUREMENT INSTRUCTIONS

- 1.3.1 All Proposers shall have a Bidding System Vendor account and be registered as a vendor/contractor for this bid opportunity, which will enable the Proposer to download the solicitation document, to receive addenda email notifications and download all documents without the watermark "preview" on them.
- 1.3.2 To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Bidding System Vendor account and be registered as a Vendor/Contractor for the solicitation opportunity.
- 1.3.3 ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. **Hardcopy** submissions are <u>not</u> permitted.
- 1.3.4 Proposers are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.
- 1.3.5 For the above reasons, it is recommended that enough time to complete your Proposal Submission and to resolve any issues that may arise is allowed. The closing time and date shall be determined by the Bidding System's web clock. Proposers should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems.
- 1.3.6 The Bidding System will send a confirmation email to the Proposer advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.
- 1.3.7 **Late Proposals are not permitted by the Bidding System.** To ensure receipt of the latest information and updates via email regarding this proposal, or if a Proposer has obtained

this Proposal Document from a third party, the onus is on the Proposer to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

1.3.8 Proposers may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proposer is solely responsible to ensure the resubmitted proposal is received by the Bidding System no later than the stated closing time and date.

1.4 SUBMISSION AND RECEIPT OF PROPOSALS

To receive consideration, proposals shall be submitted in accordance with this competitive solicitation. Separate proposals must be submitted for each competitive solicitation issued by the CITY as separate sealed electronic submittals. Proposers shall use the bid forms provided by the CITY.

- 1.4.1 The uploaded document(s) must have a signature of the authorized representative of the Proposer.
 - 1.4.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
 - 1.4.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 1.4.2 All Proposals received from proposers in response to the competitive solicitation will become the property of the City of Parkland. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.

Any proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received by the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. It is the responsibility of the Proposer to see that any proposal submitted shall have enough time to be received by the City before the Proposal Submittal Deadline. The Proposer shall be responsible for ensuring that the required proposal documents are properly uploaded and accepted by the online procurement site.

1.5 INTERPRETATIONS AND ADDENDA

1.5.1 If the Proposer should be in doubt as to the meaning of any of the Solicitation Documents, or is of the opinion that the solicitation documents, plans and/or specifications contain errors or any inquiry or request for interpretation received prior to the last day for questions/ clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum no later than seven (7) days prior to the established addendum deadline. Proposers shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Proposer to have received all Addenda that are issued. Proposers should check online at https://cityofparkland.bidsandtenders.net/Module/Tenders/en

prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

If a Proposer submits their proposal prior to the Bid closing time and date and addenda have been issued, the Bidding System shall WITHDRAW the Proposal submission and the proposal status will change to an INCOMPLETE STATUS and Withdraw the Proposal. The Proposer can view this status change in the "MY BIDS" section of the Bidding System.

The Proposer is solely responsible to:

- make any required adjustments to their Proposal; and
- acknowledge the addenda; and
- Ensure the re-submitted Proposal is RECEIVED by the Bidding System no later than the stated bid closing time and date.

Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether received by him/her, or not. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon

- 1.5.2 All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether received by him/her, or not. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Bids are opened. No verbal interpretations may be relied upon.
- 1.5.3 Any claim that the Proposal packet and the requirements and procedures set forth herein violate any applicable law or regulation or the right of any Proposer shall be made in writing at least ten (10) calendar days prior to the date set for Proposal opening or said Claim shall be deemed to be waived. The claim shall detail the alleged violation with specificity.

1.6 CONE OF SILENCE

1.6.1 To ensure fair consideration for all Proposers, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 1.3 above. Proposer and consultants are not permitted to lobby any City personnel, City Commission Member, or member of the Committee related to, or involved with, any procurement between the time the notice of intent to procure services is issued and the recommendation for award is acted upon by the City Commission. All oral and written inquires must be directed to the individual identified in the procurement documents. Any Proposer or any individual that lobbies on behalf of a Proposer during the time specified above will result in rejection/disqualification of said proposal.

1.7 INSURANCE

- 1.7.1 The successful vendor shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.
- 1.7.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL PROPOSER SHALL SUBMIT ADDITIONAL CERTIFICATE (S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF PARKLAND IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL PROPOSER UNDER THE CONTRACT. Insurance Companies selected must be acceptable the CITY. All the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail. Such notice shall constitute a default by the Successful Proposer.

END OF SECTION 1

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SECTION 2-GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Parkland by all prospective Responding firms including but not limited to Invitations for Bid, Request for Quotation and Requests for Proposal. As such, the words "quotation", "bid" and "proposal" may be used interchangeable in reference to all offers submitted by prospective Responding Firms. Any and all special conditions in this competitive solicitation or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2.1 ACCEPTANCE / REJECTION

City reserves the right to accept or to reject any or all proposals and make the award to that proposer, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. City also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. City reserves the right to waive an irregularities and technicalities and may, at is discretion, request a rebid.

2.2 <u>ADDITIONAL PROVISIONS</u>

2.2.1 Correction on Proposals.

- a) Mathematical errors Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- b) A Proposer shall be permitted to correct clerical, non-judgmental mistakes of fact in their Proposal by Purchasing Director through a written directive.
- c) Voluntary reduction of price—The City may accept a voluntary reduction from a low Proposer after Proposal opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive Proposer.

2.2.2 Cancellation of bids.

- Any time prior to bid or proposal opening date and time, the City may cancel or postpone the bid or proposal opening or cancel the competitive solicitation in its entirety.
- b) After bids are open, any or all bids may be rejected by the City.

2.2.3 Withdrawal of bids.

- a) Any Proposer may voluntarily withdraw or amend their bid at any time prior to the bid opening.
- b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

2.3 AS SPECIFIED

A Contract will be issued to the successful proposer with the understanding that all services rendered must meet the specifications herein.

2.4 <u>ASSIGNMENT OF CONTRACT</u>

The successful proposer shall not transfer or assign the performance required by the contract documents without the prior written consent of the City. Any award issued pursuant to this solicitation and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the successful proposer of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the successful proposer only. However, if the successful proposer is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

2.5 AUDIT RIGHTS

The CITY reserves the right to audit the records of the Successful Proposer at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the CITY. If required by the CITY, the Successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the CITY. The Successful Proposer shall allow the CITY to inspect, examine and review the records of the Successful Proposer at any and all times during normal business hours during the term of the Contract.

2.6 AVAILABILITY OF FUNDS / BUDGETARY CONTRAINTS

The obligation of the City for payment to a successful proposer is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.7 <u>AWARD OF CONTRACT</u>

A sample Contract is made a part of this competitive solicitation. The final Contract shall include any additional terms and conditions as approved by the City Manager and approved as to form and legal sufficiency by the City Attorney.

2.8 BACKGROUND CHECKS

2.8.1 As per City Ordinance Sec. 2-142.4. — Criminal Background Checks, for any contracts which require a contractor, subcontractor, consultant or subconsultant to perform work in or on City property where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonable warrant background checks, the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property shall be required to undergo a criminal background check, at the contractor's expense.

2.8.2 All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included in the RFP, certifying that background checks have been completed for all employees as set forth in Section 2-142.4(2) and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (4) of the code shall perform work on City property as referenced above.

2.9 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.10 CHANGE ORDERS

The City Manager or designee is authorized to approve, and initiate change orders determined in the judgment of the city manager or designee to be in the public interest as follows:

- a) All change orders decreasing the cost of the contract to the city; providing, however, such decrease does not materially alter the character of the work contemplated by the contract.
- b) All change orders increasing the cost of the contract to the city, up to the threshold as defined in section 2-141.5, provided that sufficient budgeted funds are available.
- c) All change orders increasing the cost of any contract, up to five (5) percent of the original contract amount, provided that sufficient budgeted funds are available.
- d) All other change orders must be accompanied with a cost estimate covering the proposed goods and/or services and must be formally approved by the city commission before work may be authorized to begin. No claim against the city for extra work in furtherance of such change order shall be allowed unless prior written authorization has been provided, notwithstanding any other provision, contractual or otherwise.
- e) Change orders shall not artificially be distributed or divided so as to bring the amount within the approval level of the city manager, and any such proposed change order shall include within it all logically connected work required to be done at the time of the proposal.
- f) Work defined by the scope of a change order may not be commenced until obtaining final approval of the change order, except where such work is of an emergency nature as defined in section 2-144 of this Code.

2.11 CITY CONTRACT MANAGER

The City of Parkland shall designate a Contract Manager who shall act on behalf of the City with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Manager. The Contract Manager shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Manager.

The Contract Manager principal duties shall be:

a) Liaison with Contractor.

- b) Coordinate and approve all work under the contract.
- c) Resolve any disputes.
- d) Assures consistency and quality of successful proposer's performance.
- e) Schedule and conduct Contractor performance evaluations and document findings.
- f) Review and approve for payment all invoices for work performed or items delivered.

2.12 CODE OF ETHICS

Any contractor or subcontractor that is found to have violated the ethical standards set out in this section or any other applicable ethical standards pursuant to state or federal law may be subject to punishment, including contract suspension or termination, and reporting any contractor found to have violated these ethical standards to the appropriate disciplinary agency. The city shall not execute a contract, or must terminate a contract already in place, if it is discovered that there has been a violation of this section, any ethics provision of a procurement solicitation, or any local, state, or federal law, including, but not limited to:

- a) Conflicts of interest
- b) Kickbacks
- c) Solicitation of procurement by payment of a gratuity or offer of employment.
- d) Acceptance of gratuity or offer of employment resulting from solicitation of procurement.
- e) Violations of the cone of silence.
- f) Any other improper or unlawful attempt to influence the outcome of procurement.

2.13 COMPETENCY OF PROPOSERS / QUALIFICATIONS STATEMENT

Proposals will be considered only from firms which are regularly engaged in the business of providing services as described in the solicitation documents and who can provide evidence that they have established a satisfactory record of performance and sufficient personnel, equipment and organization to insure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

Each Proposer shall complete the Qualifications Statement with their proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

2.14 COMPLIANCE WITH LAWS

Notice is hereby given that the successful Proposer, its officers, agents, employees and contractors must be familiar with all Federal, State and Local laws, ordinances, rules, codes and regulations and site conditions that may affect the work and the relation and effect of these laws and regulations on the site and the project. Ignorance on the part of the Proposer will in no way relieve him from the responsibility of compliance herewith. It shall be the duty of the successful Proposer to thoroughly investigate all aspects and requirements of the site, project and specifications prior to submitting a proposal. Submission of a proposal shall constitute a statement that the proposer has fully conducted all necessary inspections, reviews, and investigations.

It is agreed and understood that if the City calls to the attention of successful proposer any such violations on the part of the successful proposer, its officers, agents, employees, Contractors, then

successful proposer shall immediately desist from and correct such violation. If successful proposer is in violation of any law, successful proposer shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

- 2.14.1 The successful proposer and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The successful proposer shall include this provision in all subcontracts issued as a result of this Agreement.
- 2.14.2 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- 2.14.3 This RFP and the awarded contract shall be governed by and construed in accordance with the laws of the State of Florida.
- 2.14.4 Any dispute concerning performance of the awarded contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Eleventh Judicial Circuit, in and for Broward County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

2.15 CONDITIONS OF MATERIALS

All materials and products supplied by the successful proposer in conjunction with this solicitation shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Responding firm at no cost to the City. Successful proposer shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period that may be specified below shall commence upon final acceptance of the product.

- 2.16 CONE OF SILENCE: A Cone of Silence shall apply as follows:
 - 2.16.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids or during such other procurement activities as declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action, which ends the Competitive Solicitation.
 - 2.16.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City

Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

- 2.16.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.
- 2.16.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.17 CONFLICT OF INTEREST

- 2.17.1 The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.17.2 No contract will be awarded to a Proposer who has City elected officials, officers, or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's list, and Proposer's prohibition from engaging in any business with the City.

2.18 CONTRACT EXPIRATION

In the event services are scheduled to end because of the expiration of this contract, the successful proposer shall continue the service upon the request of the Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.19 DEFAULT

In the event the Successful Proposer shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Proposer written notice by registered, certified mail or hand delivery to Successful Proposer's office of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Proposer has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contact in which case the Successful Proposer shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

2.20 <u>DELETION OR MODIFICATION OF SERVICES</u>

The City reserves the right to add or delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Fee page.

2.21 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Proposers are advised that the City promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and subconsultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposer shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The City will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes. Any Contractor awarded a contract further agrees that it will abide by any applicable federal or state regulations or requirements regarding DBE participation.

2.22 DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified for any of the following reasons:

- a) Interest by the same person in more than one proposal.
- b) Collusion among or between proposers.
- c) Unbalanced proposals; that is, proposals in which the prices for the same items or services are out of all proportions to those prices from others.
- d) Lack of responsibility on the part of proposers (for example, but without limitation, no proposer would be considered responsible who has failed to carry out any contract in which the City has been directly or indirectly concerned.)
- e) Lack of experience or capital, on the part of proposer. Evidence of experience, ability, and financial standing, as well as a statement regarding plant and machinery available be required of any or all proposers. Failure of the successful proposer to possess an occupational license which will allow the successful proposer to obtain the required permits or have the ability to obtain a City of Parkland occupational license within 14 calendar days to perform the work specified.
- f) Submission of a non-responsive proposal.

2.23 DRUG FREE WORKPLACE (DFW)

In accordance with Florida Statute 287.087, whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.24 EMPLOYMENT VERIFICATION (E-VERIFY)

The successful Proposer shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the successful proposer, the successful proposer may not be awarded a public contract for a period of one (1) year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor. Failure to meet this requirement may result in termination of the Agreement by the City.

2.25 ESCALATION AND DE-ESCALATION DURING RENEWAL

Upon the anniversary date of each renewal period, the successful proposer may submit a requested price increase per individual item unit cost to the Purchasing Department in writing,

ninety (90) days prior to the renewal period. The City will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the successful Proposer will extend such prices.

2.26 EQUITABLE ADJUSTMENT

The CITY may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful BIDDER's control; 2) the volatility affects the marketplace or industry, not just the particular successful BIDDER's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful BIDDER that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

2.27 FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay successful proposer's timely performance, vendor shall immediately notify the City in writing.

2.28 INDEMNIFICATION/HOLD HARMLESS

- 2.28.1 Successful Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Successful Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against by reason of any such claim, cause of action or demand, Successful Proposer shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Successful proposer under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. Nothing in this competitive solicitation shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.
- 2.28.2 To ensure the indemnification obligation contained above, Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this

Contract (unless otherwise provided), the insurance coverages set forth in section 4.5 in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- 2.28.3 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract. This provision shall survive the termination of this contract.
- 2.28.4 Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification's including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. This provision shall survive the termination of this contract.
- 2.28.5 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

2.29 INDEPENDENT CONRACTOR

The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.30 **LEGAL REQUIREMENTS**

- 2.30.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.30.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Proposers, Exhibits, Addenda and any other pertinent document form a part of this competitive solicitation and by reference are made a part of any response to this competitive solicitation.
- 2.30.3 Pursuant to Section 838.22(1) Florida Statutes, it is unlawful for a proposer or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.

2.31 LOCAL PREFERENCE

- 2.31.1 Except where prohibited by federal, state, or City law, or for projects which the City will seek federal or state funding, the City may grant a preference in the amount of five (5) percent of any bid to the lowest, responsive, and responsible local proposer for bid solicitations where the bid is to be awarded to the lowest, responsive, and responsible proposer without a numerical grading. If said local proposer is within five (5) percent of the lowest, responsive, and responsible bid, then the lowest, responsive, responsible local proposer (as evidenced by a business tax receipt showing business location within the City) shall be permitted to match the lowest bid within three (3) business days of notice from the City.
- 2.31.2 For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the purchasing director or designee is unable to negotiate a contract deemed to be acceptable with the highest ranked local proposer (within 5%), the purchasing director or designee shall report to the City c omission which shall either require that the purchasing director or designee continue the negotiations or authorize negotiations with the second ranked firm, whether local or non-local.
- 2.31.3 This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiations Act, nor to cooperative purchasing plans and proposals that the city participates in with other governmental agencies or "piggyback" purchases. To qualify as a local vendor, an eligible offeror must satisfy the criteria set forth below. The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:
 - a) The principal place of business is located in the City of Parkland; and
 - b) The business has held a valid City business license for at least one (1) year prior to the date of application; and
 - c) The business maintains its status as a local proposer throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.32 MISTAKES

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the competitive solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a Proposal.

2.33 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Proposer agrees and understands that, unless specifically and expressly provided for herein, 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 at its sole option.

2.34 NON-COLLUSIVE AFFIDAVIT

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

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.35 NON-CONTINGENT FEE

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 the 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 the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.

2.36 PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2.37 PROPOSER LIST

Vendors desiring a copy of the list of proposers that submitted a proposal for this competitive solicitation, may obtain the list by visiting the City's website https://cityofparkland.bidsandtenders.org

2.38 PROPOSALS TO REMAIN OPEN

- 2.38.1 All Proposals shall remain open for Ninety (90) calendar days after the day of the Proposal opening, but CITY may, at its sole discretion, release any proposal and return the Bid Bond prior to that date, if any.
- 2.38.2 Extensions of time when proposals shall remain open beyond the Ninety (90) day period may be made only by mutual written agreement between the CITY, the Successful Proposer, and the surety, if any, for the Successful Proposer.

2.39 PROPOSERS COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this competitive solicitation.

2.40 PROPOSERS REPRESENTATION

By virtue of its submission of this response to the competitive solicitation, Proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this Proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information that it does not possess that it believes is necessary to make a

fully informed and accurate proposal.

2.41 PRICING

- 2.41.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 2.41.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 2.41.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 2.41.4 Chain discounts are not acceptable and will not be considered in determining an award. Proposer may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 2.41.5 Proposer warrants by virtue of Proposal, that prices, terms and conditions in the Proposal will be firm for acceptance for a period of Ninety (90) calendar days from the date of Proposal opening unless otherwise stated by the CITY.
- 2.41.6 The Proposal price shall include all, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Parkland. See Section 4.11 -PERMITS, FEES AND NOTICES for City Permit and inspection fees.
- 2.41.7 A Proposer shall be permitted to correct clerical, non-judgmental mistakes of fact in their Proposal by Purchasing Director through a written directive.

2.42 PROHIBITION OF INTEREST

No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Proposer's List and prohibition from engaging in any business with the CITY.

2.43 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.44 PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed Proposals, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier.

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

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:

CITY CLERK
6600 University Drive
Parkland, FL 33067
(954) 757-4132
Cityclerk@Cityofparkland.org

SPECIFICALLY, THE CONTRACTOR SHALL:

- 1. Keep and maintain public records required by the CITY to perform the service.
- 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 this chapter 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 the contract if the Contractor does not transfer the records to the public agency.
- 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 the 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 the 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.

5. REQUEST FOR RECORDS; NONCOMPLIANCE. —

- (a) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (b) If a CONSTRACTOR does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
- (c) A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.45 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS

Any actual or prospective Proposer, offeror, or contractor who is aggrieved in connection with the solicitation of a contract may protest to the Purchasing Director. All protests shall be filed and processed as set forth in Section 2-145 of the City Procurement Code.

2.46 SCRUTINIZED COMPANIES

- 2.46.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 2.46.2 If this agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 2.46.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 2.46.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

2.47 SPECIAL CONDITIONS

Any and all Special Conditions contained in this solicitation document that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no

changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.48 SUB-CONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP 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.

2.49 TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) calendar day's written notice delivered by certified mail, return receipt requested, to the Successful Proposer, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the agreement is terminated for the convenience of the CITY the notice of termination to the Successful Proposer must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Proposer shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

2.50 WARRANTIES

- 2.50.1 Warranty of Title: The Successful Proposer warrants to the CITY that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Proposer possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- 2.50.2 **Warranty of Specifications**: The Successful Proposer warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Proposer or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 2.50.3 **Warranty of Fitness for a Particular Purpose**: The Successful Proposer warrants the goods shall be fit for and sufficient for the purpose(s) intended.
- 2.50.4 **Warranty of Merchantability**: The Successful Proposer warrants that the goods and faculties to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 2.50.5 **Warranty of Performance**: The Successful Proposer warrants that the goods and/or services shall meet established performance requirements:
- 2.50.6 **Warranty of Material and Workmanship**: In addition, and as supplement to the above and all other warranties, the Successful Proposer warrants all material and workmanship for a minimum of one year from date of completion and acceptance by the CITY. If within one year after acceptance by the CITY, or within such larger period of time as may be

prescribed by law, or applicable technical specifications, any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Proposer shall after receipt of a written notice from the CITY to do so, promptly correct the work unless the CITY has previously given the Successful Proposer a written acceptance of such condition. This warranty does not limit or impair the continuing obligation of CONTRACTOR to indemnify and hold the CITY harmless from all liability or causes of action and any damages of any kind whatsoever, including but not limited to consequential damages, resulting from CONTRACTOR's errors or omissions and is in addition to that warranty. The Contractor shall transfer all manufacturer's warranties exceeding one (1) year to the City of Parkland.

- 2.50.7 The successful Proposer warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 2.50.8 The successful Proposer warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 2.50.9 The Successful Proposer warrants to the CITY that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Proposer is a party.
- 2.50.10 The Successful Proposer warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.
- 2.50.11 All warranties made by the Successful Proposer together with service warranties and guarantees shall run to the CITY and the successors and assigns of the CITY.

END OF SECTION 2

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SECTION 3-EVALUATON AND SELECTION CRITERIA

3.1 The following criteria shall be used to evaluate the proposals.

The evaluation is an initial process designed to elicit a short list of Proposers, with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this competitive solicitation. The establishment, application and interpretation of the evaluation criteria set forth herein shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Criteria set forth below and in Section 5.3, to be considered responsive. Responses will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Criteria that will demonstrate the Proposer's understanding of the Evaluation Criteria and capacity to perform the required services of this competitive solicitation. The maximum points that shall be awarded for each of the Evaluation Criteria are detailed and described below.

The criteria set forth below will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission.

Each Evaluation Criteria will be rated and assigned points using the scoring guide below.

Scoring Guide:

0% of available points - No Response 50% of available points - Marginal 70% of available points - Acceptable 85% of available points - Exceeds Acceptable 100% of available points - Outstanding in all Respects

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	Evaluation Criteria – Scoring Guide	Maximum Points
Technical Proposal		
1.	Firm Qualifications. See section 5.3.3 (b)	25
2.	Management, Supervisory and Staff Experience. See section 5.3.3.(c)	20
3.	Methodology including Technical Approach and Understanding the Scope of Services. See section 5.3.3 (d)	25
4.	Fee Proposal. See section 5.4	25
5.	Disadvantaged Business Enterprise (DBE) Participation. See Section 2.22	5
Total N	Maximum Points	100

3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

Evaluation of the proposals will be conducted by an Evaluation Committee ("Committee") of qualified City Staff, or other persons selected by the City Manager or her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the competitive solicitation based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received that it deems best satisfy the selection criteria contained in 3.1 above.

- 3.2.1 The Committee may conduct interviews with the shortlisted Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.
- 3.2.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.
- 3.2.3 The Evaluation Committee's findings and rankings will be reviewed by the City Commission, which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize negotiations of a contract with the number one ranked firm as checked below; recommend rejection of all submittals based upon a stated reason; or send the ranking back to the evaluation committee to conduct further evaluations consistent with the requirements of the RFP and the evaluation may either ratify the ranking or re-rank the firms. The City Commission also has the option to rerank the short-listed firms in accordance with Section 2-143.10 of the City Code.

The Contract shall be in substantially the same form as attached hereto	with
any revisions approved by the City Attorney.	

- Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission.
- 3.2.4 If the top ranked firm's proposal or bid is for fifty thousand Dollars (\$50,000.00) or less annually, the Purchasing Director may adopt the ranking of the Committee and authorize a contract with the top ranked firm. In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.
- 3.2.5 After award of the contract, the Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.
- 3.2.6 No Proposal will be accepted from, nor will any contract be awarded to, any person, who is in arrears to the City of Parkland, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by the CITY.
- 3.3 CITY reserves the right to consider a Proposer's financial stability and history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if (in the opinion of the CITY) the Proposer has insufficient financial resources to construct the project or whose history of violations warrant such determination. Proposer shall submit with Proposal, a complete financial disclosure and history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation, which Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposer.
- 3.4 The City requires submittal of at least four (4) references from the Contractor and applicable Subcontractors to be submitted with the Proposal opening (References must include name, job title, telephone number and email address of contact person(s). These references are not to include the City of Parkland and/or a City of Parkland employee.
 - Business Trade References
 - Bank References
 - Other Governmental Agencies where you have been pre-qualified. Indicate trades and dollar amounts.
 - Relevant Experience (Minimum of three (3) references which demonstrate experience as a General Contractor for work of a similar scope performed in Florida in the last 10 years.)

3.5 EXAMINATION OF CONTRACT DOCUMENTS & SITE

Before submitting a Proposal, each Proposer must:

- (a) examine the Proposal Documents thoroughly;
- (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision, of the goods and/or services;
- (c) fully and thoroughly inspect the site of the proposed work;
- (d) conduct all site examinations deemed necessary to submit an accurate bid,
- (e) study and carefully correlate Proposer' observations with the Proposal Documents; and
- (f) notify in writing CITY'S designated employee of all conflicts, errors, irregularities, or discrepancies in the Proposal Documents;
- (g) submit a written statement to the City acknowledging the Contractor's understanding of the current site conditions and work which has been completed or is in progress on the site.

The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article 4, that without exception the Proposal is premised upon performing the services and/or furnishing the goods and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance, all site conditions and furnishing of the goods and/or services.

END OF SECTION 3

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SECTION 4-SPECIAL CONDITIONS

4.1 CERTIFICATION AND/OR LICENSES

- 4.1.1 Proposers shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. Proposing firm must be licensed as a Certified Trainer licensed in by the State of Florida Department of Transportation (FDOT) per Florida Statutes, Chapter 316 Section 316.75. This certification shall be current at all times during the duration of this contract. Proposers should provide, with their Proposal, a copy of all current licenses. If not provided with your Proposal, they must be submitted within three (3) business days of the City's request.
- 4.1.2 Proposer must hold a current tax receipt (Occupational License). Copy of license must be submitted with Proposal and must be in the name of the vendor shown on the Proposer Information page.
- 4.1.3 When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Broward County Construction Industry Licensing Board and a current Occupational License for Broward County.

4.2 <u>INSURANCE</u>

- 4.2.1 To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 4.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.
- 4.2.3 CONTRACTOR shall pay all deductible amounts, if any.
- 4.2.4 CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 4.2.5 <u>Commercial Liability Insurance</u>. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of <u>one million</u> Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of <u>two million</u> Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - Premises and/or operations.
 - Independent Contractors.
 - Products and/or Completed Operations for contracts.
 - Broad Form Property Damage

- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 4.2.6 ⊠Commercial Automobile Liability. Commercial Automobile Liability shall be provided with minimum limits of One Million Dollars (\$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 Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - Owned Vehicles, if applicable.
 - Hired and Non-Owned Vehicles, if applicable.
 - Employers' Non-Ownership, if applicable.
- 4.2.7 <u>Workers' Compensation Insurance</u>. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:
 - Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.
- 4.2.8 □ Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence.
- 4.2.9 CONTRACTOR shall furnish to CITY's Purchasing Department a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within seven (7) business days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within seven (7) business days shall provide the basis for the termination of the Contract.
- 4.2.10 The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance. A copy of the certificate of insurance or proof of insurance must be submitted with Proposal and must be in the name of the vendor shown on the Proposer Qualifications Statement Information page.
- 4.2.11 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the

work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

- 4.2.12 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.
- 4.2.13 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:
 - Financial Stability A
 - Financial Size VIII
- 4.2.14 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above described insurance.
- 4.2.15 The Successful Proposer shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 4.2.16 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.
- 4.2.17 The Successful Proposer shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 4.2.18 The Successful Proposer agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

4.3 SAFETY

The Successful Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Proposer shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

4.4 RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Proposer until the delivery of the completed project and facilities to the CITY, and inspection and final acceptance of the entire project by CITY. Title to all goods, chattel and facilities shall pass to CITY upon delivery and acceptance of the goods by CITY as evidenced in writing.

END OF SECTION 4

SECTION 5-SCOPE OF WORK

5.1 PURPOSE

The City of Parkland, Florida is requesting proposals from qualified firms, hereinafter referred to as the "Proposer", to provide Crossing Guard Services for the public schools located in the City of Parkland, in accordance with the terms, conditions, and scope of services of this solicitation document (RFP). The initial term of this contract will be for two (2) years, with options to renew for three (3) additional one (1) year terms.

5.2 <u>SCOPE OF SERVICES:</u>

The successful Proposer 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 RFP specifications.

A. Scheduling/Staffing Requirements

It is anticipated that twenty eight (28) school crossing guards and one (1) field supervisor 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.

- 1. Guards working a single post, which averages one and a half (1.5) hours per day, will be paid for three (3) hours.
- 2. Guards working a double post, which averages 3.5-4 hours a day, will be paid for five (5) hours.
- 3. Field Supervisors will be paid for six (6) hours a day.

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.

B. Training

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" 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 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, are to 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 City.

C. <u>Employee Qualifications</u>

I. 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. 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.

ii. Training:

All appropriate Contractor personnel must have received training in accordance with the City's training requirements as set forth in Section 5.2.B 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.

iii. 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 City 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.

iv. Personnel Removal/Reassignment/Substitution:

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.

V. 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.

D. Daily Field Supervision

The Contractor shall provide a minimum of one (1) 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 one (1) 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 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.

E. 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.

F. 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 RFP response.

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

i. 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 Attachment "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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

H. 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.

I. 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) 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 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 RFP.

J. 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 workdays 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.

K. Annexation

In the event that additional areas are annexed into the City of Parkland, 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.

L. 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.

M. 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.

N. Special Events

The Contractor may be requested to provide school crossing guards for special events (i.e., annual Walk your child to school 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.

5.3 PROPOSAL REQUIREMENTS:

5.3.1 Proposal Format

Proposers should prepare their proposals using the following format. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information.

Proposers are not to make any reference to information they submitted in previous responses to competitive solicitations or quotes submitted to the City.

5.3.2 Submission of Proposals

The following material is required to be submitted with your electronic Proposal:

a) Cover Letter: Cover Letter stating that the vendor formally submits his/her proposal for consideration in the selection process for this RFP. The letter shall briefly state the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.

The cover letter should also indicate that upon City request the vendor will be available for interviews during the selection process. The Cover letter shall include the proposer's name, address, email address and telephone number of a contact person.

- b) Detailed Proposal: The detailed proposal should address all the points outlined in the Request for Proposal as outlined in Section 5-Scope of Work and Proposal Requirements.
- c) All questions answered and properly completed and executed documents/forms are to be included in the electronic Proposal.

5.3.3 Technical Proposal

a) <u>General Requirements</u>-The proposed evaluation is an initial process to elicit a short list of vendors; with the contract awarded not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP.

Vendors should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Vendor's information to the Evaluation Factors which will demonstrate the Vendor's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Qualifications. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

As such, the substance of proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as proposer's experience and expertise in providing services for municipalities, the clear and creative approach of the proposal, recommendations of entities for which the proposer has previously provided services, the persons assigned to the project by the proposer, and total cost. Cost will not be the sole factor in evaluating proposals.

b) Firm Qualifications (25 points)

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer should:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this competitive solicitation, and highlight the participation in such work by the key personnel proposed for assignment to this project.

- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.
- (5) Provide as a minimum four (4) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the City of Parkland or City of Parkland employees as references.

c) Management, Supervisory and Staff Experience (20 points)

This section of the proposal should establish the method that will be used by the Proposer to manage the Scope of Work as well as identify key personnel assigned to the Scope of Work.

Proposer should:

- (1) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than one (1) page each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.

d) <u>Methodology including Technical Approach and Understanding of the Scope of Services (25 points):</u>

Proposer shall provide a narrative which addresses the Scope of Work and shows Proposer's understanding of City of Parkland's needs and requirements. Proposers are welcomed to upload sample documents of work they have done of similar scope.

5.4 Fee Proposal (25 points):

a) Schedule of Compensation- The Proposer shall complete the "Fee Proposal" included in the electronic bidding platform. Proposers shall list pricing as described on a fully-burdened basis, incorporating direct labor costs, indirect cost, and profit.

The proposals response with the lowest proposed grand total amount being offered will receive thirty (30) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by twenty-five (30) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is: \$50,000, they will receive 25 points, if the second is: \$60,000 the calculation is as follows: $$50,000 / $60,000 \times 25 = 20 \text{ points}$)

5.5 <u>Disadvantaged Business Enterprise (DBE) Participation (5 points):</u>

Proposers are advised that the City promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and subconsultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The City will accept certifications from offers, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes. Any Contractor awarded a contract further agrees that it will abide by any applicable federal or state regulations or requirements regarding DBE participation.

END OF SECTION 5

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Attachment A – Service Locations

School	Post Location	Number of Guards
	01/T (C: : 1 / . : : 1 C	
West Glades Middle School	Holmberg Rd./ Traffic circle (west side of school)	2
	Pine Island/Holmberg	4
Marjory Stoneman Douglas High School	Pine Island – North of Sawgrass Expressway	2
	Pine Island/Trails End	2
Park Trails Elementary	Trails End / Front of School	2
	Pine Island / Holmberg	4
Heron Heights Elementary	Pine Island Rd./ Nob Hill Rd.	3
	N. Heron Bay Blvd. / Nob Hill Road	2
Riverglades Elementary	Parkside Drive / School Entrance (front of school)	2
	West side of Parkside Drive near the school	
	Holmberg Rd./West of Traffic circle	1
	Parkside Dr./Cypresshead Crossing	1
	Hillsboro Blvd./Parkside Dr. NE & SE Corners	2

Attachment B- Weekly Group Timesheet

Weekending:	(DATE)							
Associate Name	School Name	Guard Location	Mon.	Tue.	Wed.	Thur.	Fri.	Total
	West Glades Middle School							
Associate Name	School Name	Guard Location	Mon.	Tue.	Wed.	Thur.	Fri.	Total
	Marjory Stoneman Douglas High School							
Associate Name	School Name	Guard Location	Mon.	Tue.	Wed.	Thur.	Fri.	Total
	Park Trails Elementary							
Associate Name	School Name	Guard Location	Mon.	Tue.	Wed.	Thur.	Fri.	Total
	Heron Heights Elementary							
Associate Name	School Name	Guard Location	Mon.	Tue.	Wed.	Thur.	Fri.	Total
	Riverglades Elementary							

RFP 2022-09 - School Crossing Guard Services

Opening Date: June 17, 2022 12:00 PM

Closing Date: July 7, 2022 2:00 PM

BIDS & TENDERS E-PROCUREMENT INSTRUCTIONS

All Proposers shall have a Bidding System Vendor account and be registered as a vendor/contractor for this bid opportunity, which will enable the Proposer to download the solicitation document, to receive addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Bidding System Vendor account and be registered as a Vendor/Contractor for the solicitation opportunity.

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.

Proposers are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that enough time to complete your Proposal Submission and to resolve any issues that may arise is allowed. The closing time and date shall be determined by the Bidding System's web clock. Proposers should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems.

The Bidding System will send a confirmation email to the Proposer advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System. To ensure receipt of the latest information and updates via email regarding this proposal, or if a Proposer has obtained this Proposal Document from a third party, the onus is on the Proposer to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

Proposers may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proposer is solely responsible to ensure the resubmitted proposal is received by the Bidding System no later than the stated closing time and date.

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

Exhibit A - Fee Proposal (25 Points)

Proposers shall list pricing as described on a full-burdened basis, incorporating direct labor costs, indirect costs, and profit. The proposal's response with the lowest proposed grand total amount being offered will receive 30 points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by 30 to arrive at a point total, and so on for the other proposals. The City does not guarantee the number of hours for the contract. Estimated hours are based on the number of school days, the number of crossing guards and supervisors, and the estimated number of hours worked per day.

(Example: \$50,000, they will receive 25 points, if the second is: \$60,000 the calculation is as follows: \$50,000/\$60,000 x 25 = 20 points)

The omission of reference to any item in this worksheet shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing all the required services that is required by this Contract.

The only area vendors will complete is the markup field. Please enter your percent as a decimal. For example, for a 20% markup, please enter 1.20.

Fee/Pricing information is not to be included in any other area of the response. Only in this section.

Job Classification	Minimum Fixed Hourly Rate		Hourly Bill Rate	Daily Hours	Daily Bill Rate		for all ctaff	Number of School Days	Estimated Total Annual Cost
Crossing Guard Hourly Rate	\$13.1900			3		28		180	
Supervisor Hourly Rate	\$17.0000			6		1		180	
	Subtotal:						Subtotal:		

Summary Table

Bid Form	Amount
Exhibit A - Fee Proposal (25 Points)	
Subtotal Contract Amount:	

Firm Qualifications (25 Points)

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

	Response: *
Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.	
Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.	
Describe the firm's experience in performing work of a similar nature to that solicited in this competitive solicitation, and highlight the participation in such work by the key personnel proposed for assignment to this project.	

Management, Supervisory and Staff Experience (20 points)

This section of the proposal should provide information and background on the Management and staff of the company as well as identify and provide information on the key personnel assigned to the Scope of Work.

Proposer should upload requested documents in the appropriate Document Upload section.

	Response: *
Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.	
List the members of the project team and provide a brief resume for each team member for this project (upload requested documents in the document upload section). Provide any other documentation or information in the next column that may be of importance to this project and the project team.	

Methodology including Technical Approach and Understanding of the Scope of Services (25 points)

Proposer shall provide information which addresses the Scope of Work and shows Proposer's understanding of City of Parkland's needs and requirements.

Requested documents should be uploaded to the appropriate Document Upload section.

	Response *
Describe how, in today's economic conditions, the Proposer plans to recruit and retain school crossing guards. Provide the ability and capacity of the Proposer (manpower, organization and financial stability) to provide all the services contained in the RFP. This shall also include any company policy, program, or incentives offered to employees to retain their services to ensure low turn-over.	
Describe the approach to completing the tasks specified in the Scope of Services. Include an implementation schedule and transition of services.	
Provide a narrative which addresses the Scope of Services and shows Proposer's understanding of the City of Parkland's needs and requirements.	

Qualification Statement Part 1

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Profile	Response *
Name of Company	
Address	
City	
State	
Zip	
Telephone Number	
Fax Number	
How many years has your organization been in business under its present name?	
Under what former name(s) has your business operated?	
At what address was that/those business(es) located?	
Are you a: sales representative, distributor, broker, or manufacturer, of the commodities/services bid upon?	

Qualification Statement Part 2 (5 points)

Note: if you are providing the Local Vendor or DBE Preference Form, you can do so through the Document Upload area under the appropriate Form upload area. All Certifications can be uploaded to the "Certification for Qualification" area.

	Response *	Additional Information, if required
Are you operating under Fictitious Name ("dba")? If Yes, submit evidence of compliance with Florida Fictitious Name Statute.	∩ Yes ∩ No	
Are you Certified? If Yes, ATTACH A COPY OF CERTIFICATION	C YesC No	
Are you Licensed? If Yes, ATTACH A COPY OF LICENSE	∩ Yes ∩ No	
Are you claiming Disadvantaged Business Enterprise (DBE) Participation, as per Section 2.21 (5 points)? (If yes, please attach supporting documentation)	○ Yes ○ No	
Are you claiming Local Preference, as per Section 2.29? (If yes, please complete Local Vendor Preference Form)	○ Yes ○ No	
Do you have the required insurance coverage's set forth in the competitive solicitation? If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES	C YesC No	
Has your company or you personally ever declared bankruptcy? If Yes, explain?	○ Yes ○ No	
Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? If yes, explain (date, service/project, bid title, etc.):	C Yes	
Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? If yes, explain:	∩ Yes ∩ No	
Have you ever been debarred or suspended from doing business with any governmental entity? If yes, explain:	C Yes C No	

Minimum Experience Requirements

In order to be considered, Proposers must provide evidence that they are qualified to satisfactorily perform the specified services. Evidence shall include all information necessary to certify that the Proposer has provided services of a type similar to the services sought in this competitive solicitation. The evidence will consist of listing contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

IN THE SPACE BELOW, Proposer must provide details fulfilling above minimum experience requirements. It is mandatory that proposers use this form in order to indicate that the minimum experience requirement is met. No exceptions will be made.

	Project #1 *	Project #2 *	Project #3 *
Project Name/Location:			
Owner Name:			
Contact Person:			
Contact Telephone No.			
Email Address:			
Yearly Budget/Cost:			
Date of Contract, From:			
Date of Contract, To:			

All references stated shall be for the same or similar scope as the one described in this Bid.

References

Provide specific references for at least four customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. **Please do not include the City of Parkland or City of Parkland employees as references.** Additional references may be provided by attachment.

Description	Reference #1 *	Reference #2 *	Reference #3 *	Reference #4 *	Reference #5
Organization:					
Address:					
Contact:					
Phone Number:					
Email address:					
Services provided:					
Years of Service:					

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors

Subcontractors

Please complete the attached form if you plan on using subcontractor(s).

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Company Name	Address	Speciality/Contracted Work

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed.

If the attached file(s) cannot be opened or viewed, your Solicitation may be rejected.

This section is for the Proposer to upload the required documents. If uploading additional documents, please do not exceed 50 pages.

Bidders are to name their file upload with a brief description name; no more than 20 characters.

Ensure your bid submission document(s) conform to the following:

- 1. The maximum file upload size is 512 MB. To reduce the document size, bidders should follow the instructions below on zipping their document(s).
- 2. Documents should be in PDF format. Documents should not be provided in any other format. In addition, do not upload video or audio files. You may state a web address link in your proposal submission or upload a document stating this web link for City staff to view and/or listen to your video and/or audio information on your bid.
- 3. Documents should not have a security password, as the City may not be able to open the file. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that he documents can be opened and viewed by the City.
- 4. The City may reject and Bid where any document(s) cannot be opened and viewed by the City.
- 5. If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one zipped file, as per instructions stated below.

To compress (or zip) a file or folder, follow these steps:

- 1. Locate the file or folder that you want to compress.
- 2. Right-click the file or folder, point to Send to, and then click Compressed (zipped) folder.

3. A new compressed folder is created in the same location. To rename it, right-click the folder, click **Rename**, and then type the new name.

To upload a document follow these steps:

- 1. Click on the browse button to locate the file on your computer or network.
- 2. Click the upload button.
- 3. After the file has been successfully uploaded, a link to the document will appear on the screen, along with the time/date that it was uploaded.
- 4. If you need to remove the document, click the remove button next to the document name.
 - Cover Letter * (mandatory)
 - Team Staffing/Resumes * (mandatory)
 - Organizational Chart * (mandatory)
 - Mandatory Forms Upload Area * (mandatory)
 - Optional Forms (Local Vendor Preference and Disadvantage Business Enterprise (DBE)-if qualified) (optional)
 - Proof of Insurance (COI) * (mandatory)
 - Licenses and Certifications * (mandatory)
 - Implementation Schedule * (mandatory)
 - Additional Document (optional)

Addenda, Terms and Conditions

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the competitive solicitation. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

■ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

Yes
No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		