

City of North Port



Request for Bid No. 2020-56 SCHOOL CROSSING GUARD SERVICES



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 City Hall Boulevard
North Port, Florida 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

**REQUEST FOR BID NO. 2020-56
SCHOOL CROSSING GUARD SERVICES**

The City of North Port is requesting sealed bids to enhance student safety through the use of a professional firm to provide trained, certified school crossing guards. The intent is to establish a contract for the provision of School Crossing Guard Services on an as needed basis. The company awarded this contract will be responsible to providing crossing guards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements. At the discretion of the City, one or more future add-on location(s) may be included in the services requested. The City reserves the right to increase or decrease the scope of services requested to be performed.

BID OPENING: JUNE 24, 2020 AT 2:00 PM (EST)
4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA 34286

ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid specifications are posted on the City FTP site at http://apps.cityofnorthport.com/ftpinfo/dnld_form.aspx (go to the drop down box, select Purchasing and scroll to Project RFB No. 2020-56; however, the only place to obtain addenda are on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, CPPB, Senior Contract Administrator, at 941.429.7172 OR **Temporary City Cell No.: 941-705-8883**.

Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@cityofnorthport.com or via facsimile to 941.429.7173. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **June 17, 2020 at 2:00 PM**.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH DATES: JUNE 3, 2020

- www.cityofnorthport.com & www.demandstar.com

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ATTACHMENTS:

1. Excel Format Tabulation (**SEPARATE**)
2. Florida School Crossing Guard Training Guidelines (March 2016 Edition)

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2020-56 SCHOOL CROSSING GUARD SERVICES**

- Insufficient time to respond to the Request for Bid.
- We do not offer this product/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@cityofnorthport.com or faxed to 941.429.7173.

SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addenda: a written change to a solicitation
- Bid: any offer submitted in response to this request for Bid.
- Bidder: One that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- Contract: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid and is otherwise eligible for award.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder(s): The lowest responsive, responsible Bidder(s) to whom City (on basis of City's evaluation) makes an award
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above

requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) business days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Bond: Not applicable for the Request for Bid.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested contractors are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, ***all blank spaces*** must be completely annotated where and when requested. All bids must contain a ***manual signature*** of the authorized representative of the bidder in the space provided on the Bid Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and [the name of each bidder] read aloud within the Purchasing Office, or designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Administrator or their designees. Bidders and the general public are not required to be present but are invited and encouraged to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the city receives

only one response; the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

3. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

4. ERRORS: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

5. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

6. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

7. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

8. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

(a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;

(b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;

(c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;

(d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

9. CONTINUATION OF WORK: Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

10. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

11. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

12. RULES, REGULATIONS AND LICENSES: The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

13. CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

14. COLLUSION: By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or Contractor to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder.

15. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, 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 Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

16. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

17. EQUAL EMPLOYMENT OPPORTUNITY: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in

consideration for an award.

18. NON-DISCRIMINATION: The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

19. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

- 19.1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
- 19.2. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept 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.
- 19.3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- 19.4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession 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 the completion of the contract, the Contractor shall meet all applicable requirements for retaining public

records.

19.5. **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 CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

19.6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

20. FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, pandemics, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

21. GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

22. SUBCONTRACTING: Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

23. MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

24. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

25. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory

boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

26. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

27. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

28. PERFORMANCE/PAYMENT BOND (IF APPLICABLE): The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the

option of the City.

Upon such default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

PERFORMANCE/PAYMENT BOND REQUIREMENTS (IF APPLICABLE):

The Contractor shall provide a Performance Bond and a Payment Bond, in the form prescribed in Section 3, Contract Documents, each in the amount of 100% of the Contract amount, the costs of which are to be paid by the Contractor. The bonds will be acceptable to the City only if the following minimum conditions are met:

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.
- f. The Surety Company must have a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation **of at least two times the dollar amount of the contract.**

If the Surety Company for any Bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the City's approval.

By execution of these bonds, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

29. STATE REGISTRATION REQUIREMENTS: Any bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.

~~**33. NONEXCLUSIVE CONTRACT:** Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The city reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.~~

34. AUDIT: City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

35. UNAUTHORIZED ALIEN WORKERS: The City will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.

36. E- VERIFY: The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

37. EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

38. MBE: Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

39. DBE CONTRACT ASSURANCE (IF APPLICABLE): The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

40. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT: Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

41. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

42. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

44. SCRUTINIZED COMPANIES:

A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

45. LOCAL PREFERENCE: Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business or North Port local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business.

Any bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific contract award.

“Local business” means a bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

“North Port local business” means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder’s submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible bidder who is not a local business (hereafter, non-local business bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business and North Port local business bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business and North Port local business bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business and North Port local business bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business and North Port local business bidders within two and one-half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business bidder who matches the low bid shall receive the award. If no eligible North Port local business bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

46. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

47. RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

END OF SECTION I

SECTION II. SPECIAL PROVISIONS

SP-01 INTENT: The City of North Port, FL hereinafter referred to as the “City” wishes to enhance student safety through the use of a professional firm to provide trained, certified school crossing guards. To establish a contract for the provision of School Crossing Guard Services as and when needed. The company awarded this contract will be responsible to providing crossing guards at locations and times specified by the Sarasota County School Board (see below). specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

At the discretion of the City, one or more future add-on location(s) may be included in the services requested. The City reserves the right to increase or decrease the scope of services requested to be performed.

SP-02 TERM/PRICING: The City is seeking a contract for an initial term of three (3) years, from the date of award through and including September 30, 2023, with two (2) additional two-year renewal terms based upon satisfactory performance and mutual agreement of both parties. All terms and conditions shall remain firm for the initial period of the contract and for any renewal period. Authorize the City Manager to execute the all future renewals

Pricing shall remain firm for the term of the contract and in accordance with the scope of services described in the RFB below. The City is merely providing an estimate of the number of crossing guards which will be required on the daily basis. The contractor will affirm/disaffirm the number of crossing guards/supervisors and final determination will be made by the City and contractor prior to award. Pricing will be based on an hourly rate of ***an estimated total of 180 days*** of service each school year. Total number of days worked shall be in accordance with the Sarasota County School Board annual school schedule. The City does not guarantee the number of hours for the Contract. The City has the right to add or reduce hours and post locations through an internal change order to the contract. Hourly rate should include, but not be limited to:

1. Equipment including
2. Reflective vest
3. Whistle
4. Stop paddle
5. Uniform
6. Company ID badge
7. Traffic cones
8. Recruiting
9. Training

SP-03 SCOPE OF SERVICE: Contractor to provide the City with intersection with trained qualified, supervised, School Crossing Guards for the entire school year, each year of contract.

1. Contractor and its personnel must be experienced and knowledgeable with School Crossing Guard Services. Contractor **shall** provide at least five (5) customer/professional or Government Clients references at for which the contractor has successfully provided School Crossing Guard Service. Contractor must have been actively engaged providing crossing guard services **for period no less than five (5) years’ experience** within the State of Florida.

2. Contractor is to provide intersections with trained, trained, qualified supervised School Crossing Guards and certified according to the "Florida School Crossing Guard Training Guidelines". 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 crossing guard experience of Contractor employees who would be assigned to this Contract is preferred by the City. Hire as many of the existing guards as are willing to stay employed.

3. **CRIMINAL BACKGROUND HISTORY CHECK:** Contractor must provide a criminal background, sex offender, drug screening, and reference checks are required of all newly registered school crossing guards, back-up guards, supervisors and trainers assigned to this contract. The Contractor shall provide the City of North Port's Police Department 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 arrest and or convictions for crimes which may not be enumerated in a list. Therefore, the City of North Port Police Department has final decision when determining whether the criminal background is acceptable.

Contractor shall mandate all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon receipt of such information, will immediately notify the City of North Port Police Department Administrator. Annual criminal background history re-checks as provided above, at no cost to the City, for all persons assigned to this contract shall be required each summer prior to the commencement of the new school year in August.

4. Must provide required equipment according to Florida Department of Transportation Safety Office/Florida School Crossing Guard Training Guidelines;

5. Must provide uniform (vest, gloves, whistle, stop paddle, photo ID badges). 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 which may be required to properly perform the services in accordance with the requirements of this contract.

6. **SCHOOL YEAR SCHEDULE:** It is estimated that school crossing guard services will be required for a total of approximately 180 Regular School year days per year. City of North Port Police Department Administrator will inform the Contractor of 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.

7. Contractor shall make sure all personnel are neat. Well-groomed and courteous and at least twenty-one (21) years of age. The contractor shall obtain approval from City of North Port Police Department Administrator for all persons to be employed as crossing guards before such persons commence work in the City. If requested by the City, the contractor agrees to remove any employee and substitute with an acceptable person at any crossing post.

8. Contractor must provide documentation that all guards and supervisors (employed by vendor) are properly insured with liability and Worker's Comp Insurance;

9. Contractor to provide a supervisor in the field working with guards daily; also providing administrative support in scheduling and personnel replacement, training, etc. This report shall be sent via e-mail to the City of North Port Police Department Administrator.
10. Contractor responsible for program’s payroll.
- 11.. Contractor shall be responsible for all staffing absences and replacement of normally scheduled personnel with qualified and trained replacements, when needed and subject to all requirements stated herein;
12. Contractor shall ensure daily school crossing guard coverage in accordance with the Sarasota County School Board calendar.

SP-06 LOCATIONS AND TIMES SPECIFIED BY THE SARASOTA COUNTY SCHOOL BOARD:

All assigned crossing guards are required to be at their assigned post during prescribed times. The post and/or required reporting times may be altered by the City of North Port, (Per the Sarasota County School Board) Contractor shall comply with no added cost to the City.

Elementary Schools:

- [Atwater Elementary School](#)

Atwater Elementary: 4701 Huntsville Avenue /North Port, Florida 34288/941-257-2317 School hours: 8:15AM – 3:00PM	AM POST TIME	PM POST TIME
Atwater/Huntsville	7:45am – 8:15am	3:00pm – 3:30pm

- [Cranberry Elementary School](#)

Cranberry Elementary: 2775 Shalimar Terrace /North Port, Florida 34286/941-480-3400 School hours: 8:15AM – 3:00PM	AM POST TIME	PM POST TIME
Town/Senlac	7:30am – 8:15am	3:00pm – 3:30pm
Salford/Radcliff	7:30am – 8:15am	3:00pm – 3:45pm
Salford/Cuthbert	7:30am – 8:15am	3:00pm – 3:45pm
Nansen/Shalimar	7:45am – 8:15am	3:00pm – 3:30pm
Nansen/Sagebloom	7:45am – 8:15am	3:00pm – 3:30pm
Shalimar/Ridley	7:45am – 8:15am	3:00pm – 3:30pm
Cranberry/Ridley	7:45am – 8:15am	3:00pm – 3:30pm

Glenallen Elementary School

GLENALLEN ELEMENTARY: 7050 Glenallen Boulevard /North Port, Florida 34287/941-426-9517 School hours: 8:15AM – 3:00PM	AM POST TIME	PM POST TIME
Biscayne/Price	7:30am – 8:15am	3:00pm – 3:45pm
Biscayne/Glenallen	7:30am – 8:15am	3:00pm – 3:45pm
Glenallen/Narramore	7:30am – 8:15am	3:00pm – 3:45pm
Pan Am/Appomattox	7:30am – 8:15am	3:00pm – 3:45pm
Price/Wasilla	7:45am – 8:15am	3:00pm – 3:30pm
Price/Glenallen	7:45am – 8:15am	3:00pm – 3:30pm
Glenallen/Springhaven	7:45am – 8:15am	3:00pm – 3:30pm

- Lamarque Elementary School

Lamarque Elementary: 3415 Lamarque Avenue /North Port, Florida 34286/941-426-6371 School hours: 8:30AM – 3:15PM	AM POST TIME	PM POST TIME
Cranberry/Chipley	7:45am – 8:15am	3:15pm – 4:00pm
Salford/Sardinia	7:45am – 8:15am	3:15pm – 4:00pm
Salford/Eldron	7:45am – 8:15am	3:15pm – 4:00pm

- Toledo Blade Elementary School

Toledo Blade Elementary: 1201 Geranium Avenue/North Port, Florida 34288/ 941-426-6100 School hours: 8:30AM – 3:15PM	AM POST TIME	PM POST TIME
Geranium/Jeannin	8:00am – 8:30am	3:15am – 3:45pm
Price/Purdue	8:00am – 8:30am	3:15am – 3:45pm
Geranium/Bus Loop	8:00am – 8:30am	3:15am – 3:45pm

Middle Schools:

- [Heron Creek Middle School](#)

Heron Creek Middle School: 6501 West Price Boulevard /North Port, Florida 34291/941-480-3371 School hours: 9:30AM – 4:15PM	AM POST TIME	PM POST TIME
Price/Middle School at the School	8:45am – 9:30am	4:15pm – 4:45pm

[Woodland Middle School](#)

Woodland Middle School 2700 Panacea Boulevard North Port, Florida 34289 941-240-8590 School hours: 9:30AM – 4:15PM	AM POST TIME	PM POST TIME
Panacea/Woodland Middle at the School	9:00am – 9:30am	4:15pm – 4:45pm

High School: [North Port High School – N/A](#)

Charter School:

- [Imagine School at North Port \(all grades\)](#)

Imagine School of North Port: 1000 Innovation Avenue/North Port, FL 34289/941-426-2050 School hours: 8:00AM – 3:15PM grades K-5 and 8:30AM – 3:30PM grades 6-11	AM POST TIME	PM POST TIME
Cranberry/Commerce	7:30am – 8:15am	2:45pm – 3:15pm

- *Additional School Locations may be added or deleted to this schedule at City’s discretion during the duration of the contract.*

SP-07 PRICE VALIDITY: Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until services have been awarded.

SP-09 ELECTRONIC SIGNATURES AND NOTARY: The City accepts electronic signatures and effective January 1, 2020, a notary can perform electronic notary services in compliance with Florida Statute Section 117.295.

SP-10 CROSSING GUARDS AND SUPERVISOR: The City estimated the number of Crossing Guards and Supervisors in the Bid Schedule for bidding purposes only to establish a low bid. The final number will be determined prior to award of the contract. The Bidder will enter the number of crossing guards and supervisors in the column even if the bidder agrees with the City calculation.

SP-11 CRITERIA FOR AWARD: The City reserves the right to award this to the consistent lowest responsive, responsible bidder who meets and/or exceeds the requirements of the specifications and provisions set forth herein. Other considerations of award may be local business status, experience, qualifications and certifications.

City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

END OF SECTION II

SECTION III. INSURANCE

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the City. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

COMPREHENSIVE GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The city is to be name additionally insured.

BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement. The city is to be named additionally insured.

A. Special Requirements:

1. **Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. **Additional Insured:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

Certificates of Insurance: All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements. (Certificates of Insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a

1. minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

2. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

3. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

B. Policy form

- i. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
- ii. Insurance requirements itemized in this Agreement, and required of the Contractor, shall be provided by or in behalf of all Subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.
- iii. Each insurance policy required by this Agreement shall:
 1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
- iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

- vii. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work.

Applicants / bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

END OF SECTION III

SECTION IV: BIDDER CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety (Instructions to Bidders, General Provisions, Special Conditions and Technical Provisions, Permits, Inspections Reports, Surveys, Insurance Requirements and all City Forms).

- THIS CHECKLIST, complete and sign**
- 1. Fill out and sign **Bid Form (acknowledge addenda, Qualifications/Reference Form AND attach all requested certifications**
- 2. Fill out and sign **Bid Price Schedule attached separate in excel format (unit prices and verification of employee numbers must be filled in every block where applicable) (EXCEL SPREADSHEET, DO NOT PDF ON USB DRIVE).**
- 3. Fill out **Statement of Organization** and have it properly notarized.
- 4. Provide **State of Florida Registration** (<http://www.sunbiz.org/search.html>)
- 5. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- 7. Fill out and sign the **Conflict of Interest Form**
- 8. Fill out and sign **Public Entity Crime Information**
- 9. Fill out and Sign the **Drug Free Workplace Form.**
- 10. Fill out and sign the **“Local Business Affidavit”** or **“North Port Local Business Affidavit”** (not applicable for this project)
- 11. Fill out and sign and **notarize** the **Scrutinized Company Certification Form**
- 12. Fill out and sign **No Lobbying Affidavit**
- 13. Provide **any additional documentation requested** within the Bid Document.
- 14. If specified for Hard Copy: **Submit ONE (1) Original AND ONE (1) Copy of submittal AND Provide USB drive (pdf of submittal and excel version of the Bid Schedule, If applicable)**
- 15. Review **“SAMPLE CONTRACT”**.
- 16. Clearly mark the sealed bid with the **BID NUMBER AND BID NAME** on the outside of the package **AND YOUR COMPANY NAME.**

City of North Port
Finance Department/Purchasing Division
Alla V. Skipper, CPPB, Senior Contract Administrator
4970 City Hall, Suite 337
North Port, Florida 34286
RFB NO. 2020-56 School Crossing Guard Services

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID FORM

Name of Bidder: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Contractor License #: _____ FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2020-56 SCHOOL CROSSING GUARD SERVICES** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as bidder, declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

TOTAL ESTIMATED ANNUAL BID PRICE FOR SCHOOL CROSSING GUARD SERVICES:

_____ \$ _____
 (TYPE/PRINT) (NUMERIC)

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

ADDENDA AND BOND FORM

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

PERFORMANCE/PAYMENT BOND- (not applicable)

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Division at the time of the pre-construction meeting.

All contract documents (i.e.; performance and payment bond, cashier's check,) shall be in the name of "City of North Port".

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID SCHEDULE - SUMMARY OF PAYITEMS

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor’s compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor MUST use the City provided excel spreadsheet. **DO NOT RECREATE THE FORM.** All blank spaces in the SPREADSHEET must be filled. *Bidder should not reference the words “No Charge, N/A, included, dash, etc.” in any of the blocks. Bidder must identify a monetary amount for each NUMBER OF EMPLOYEES, UNIT COST and EXTENDED COST (unless the unit price is “x” out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

BIDDER IS PROVIDED A SEPARATE ATTACHMENT IN EXCEL FORMAT WHICH NEEDS TO BE COMPLETE AND SUBMITTED WITH THE SUBMITTAL.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: _____

The following is a listing of your equipment, inclusive of manufacturer, year and condition. List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent; 2-Good; 3-Fair; 4-Poor**. (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the RFB NO. 2020-56 SCHOOL CROSSING GUARD SERVICES. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)
(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. _____
2. _____
3. _____
4. _____

SUPPLIER(S)

1. _____
2. _____
3. _____
4. _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

QUALIFICATIONS AND REFERENCES

See Scope of Service #1 for qualifications, experience and client list (use format and form below and may add additional pages):

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

STATEMENT OF ORGANIZATION

The following information will be provided to the City of North Port for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name _____

Telephone # _____ **E-Mail** _____ **Fax #** _____

Main Office Address _____

City _____ **State** _____ **Zip Code** _____

Address of Office Servicing City of North Port, if different than above: **SAME AS ABOVE**

Office Address _____

City _____ **State** _____ **Zip Code** _____

Telephone # _____ **E-mail** _____ **Fax #** _____

Name & Title of Contractor Representative _____

Federal Identification Number: _____

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
 In what state was it created: _____
 Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day
of _____ 20___, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification

Type of Identification Produced _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:
_____ who, being first duly sworn, deposes and says that:

- 1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;
- 2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
- 3. Such reply is genuine and is not a collusive or sham reply;
- 4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20_____.

By: _____

(Printed Name)

(Title)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 20__, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

NOTARY SEAL:

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees’ ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. “Material interest” means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- None of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

This page to be returned only if Contractor is claiming a North Port Local Business Status
(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent _____,

Located at: _____

City: _____ State: _____ Zip Code: _____, have read and understand

the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____ E-mail: _____

State of _____

County of _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 20__, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

DRUG FREE WORKPLACE FORM

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that _____ does:

(Company Name)

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

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

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Print Name

Date

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**AFFIDAVIT
Claiming Status as a LOCAL BUSINESS**

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 20___, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

**This page to be returned ONLY if Contractor is claiming a Local Business Status.
{THIS PAGE MUST BE COMPLETED AND SUBMITTED}**

**AFFIDAVIT
Claiming Status as a North Port Local Business**

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is

AND

4. I affirm that at least fifty percent (50%) of the Bidder’s employees are residents of the City of North Port.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder’s submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 20___, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

**This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.
(THIS PAGE MUST BE COMPLETED AND SUBMITTED)**

**SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
(Complete if applicable)**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bid No. _____ for the construction of _____
2. This Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ (PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of _____ with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$_____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: _____
7. The undersigned has appropriated \$_____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures: _____
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

Authorized Signature/Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 20__, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.
- This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

STATE OF FLORIDA
 COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 20___, by _____.

 Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
 Type of Identification Produced _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2020 _____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

- (a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.
- (b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 2020.

By: _____

(Printed Name)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 20__, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**SECTION V:“SAMPLE CONTRACT”
CONTRACT FOR SCHOOL CROSSING GUARD SERVICES**

THIS CONTRACT FOR SCHOOL CROSSING GUARD SERVICES (the “Contract”) is made by and between the City of North Port, a Florida municipal corporation (the “City”) and _____ (the “Contractor”), whose principle place of business is _____.

RECITALS

WHEREAS, the City desires to provide a school crossing guard program through the use of an independent contractor; and

WHEREAS, pursuant to Florida Statutes Section 316.75 the City must provide a training program for school crossing guards following the Florida Department of Transportation’s (“FDOT”) adopted uniform guidelines for the training of school crossing guards; and

WHEREAS, Contractor is in the business of providing school crossing guard services.

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

1. Service and Payment.

- A. Contractor must provide the number of school crossing guards and associated supervisory personnel necessary to satisfy the requirements of the City’s School Crossing Guard Program (the “Program”) and ensure such assigned persons are at their prescribed duty posts during all prescribed times.
- B. For purposes of this section, compensable staffing service hours are limited to those actual hours or portions of hours worked by a crossing guard or supervisor, including documented training time, but do not include travel to and from a duty post. Contractor will invoice the City weekly. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, the City’s payments shall be due forty-five (45) days after receipt of invoice.

2. Effective Date, Term, and Termination.

- A. The Term of this Contract begins on the date the last party to the Contract signs it below (“Effective Date”), and will run for three (3) years from the Effective Date (“Initial Term”). At the end of the Initial Term, this Contract will automatically renew for an additional two (2) years (“Renewal Term”). At the end of the Renewal Term, the Contractor and the City Manager or designee may agree to renew this Contract for one (1) additional year.
- B. The Contractor or City Manager may terminate this Contract by providing the non-terminating party with thirty (30) days advance written notice of termination at the address provided herein, by certified mail return receipt requested.
- C. Non Appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City’s legal

liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

3. **Duty-Days, Hours, and Locations.** Contractor and its employees, agents, and subcontractors must abide by the City's Program when performing services in furtherance of this Contract. The Program includes the schedules, duty-days, hours, and locations at which services must be provided. The City reserves the right to revise its Program and require more or less crossing guards, supervisory services, and duty locations. To the extent the City elects to make such revisions, it will provide Contractor a written list of such changes at least five (5) business days before their effective date. This writing requirement may be transmitted via email or other means agreed to by the Parties. Absent an emergency need on the part of the City, Contractor has three (3) business days to implement such changes to the Program.
4. **Qualifications, Training, and Supervision.**
 - A. Contractor must ensure that all persons assigned to perform services under this Contract satisfy the City's Program requirements and FDOT's minimum School Crossing Guard Requirements, as amended.
 - B. Contractor must ensure that all persons assigned to perform services under this Contract have the minimum training established by the FDOT's Florida School Crossing Guard Training Guidelines, as amended.
 - C. Contractor is and must remain during the Term of this Contract, a qualified trainer lawfully authorized to provide the training designed by FDOT for school crossing guards.
 - D. Contractor is responsible for training and certifying each person assigned to perform services under this Contract. No person will perform services under this Contract without first being trained and certified by Contractor for the duties assigned.
 - E. Contractor must designate a crossing guard supervisor responsible for the day-to-day operations of the Program, including but not limited to supervision, certification, recertification, and complaint resolution for all crossing guards, as well as in person interaction with the City's Chief of Police or designee for the implementation of the City's Program.
5. **Contractor Responsibilities.**
 - A. Contractor must conduct a level 2 criminal background screening and drug screening test administered to the satisfaction of all applicable City and State standards for each person assigned to perform services under this Contract. The level 2 criminal background screening must be in accordance with the provisions of Florida Statutes Section 1012.465.
 - B. Contractor must ensure that all persons assigned to perform services under this Contract wear solid dark slacks, skirt, or shorts, and a solid white top with a City approved identification badge. Contractor must ensure that during the performance of services under this Contract, persons so assigned present a clean and professional presence. Contractor must supply all crossing guard equipment required by the State of Florida, including but not

limited to a reflective hand-held stop sign, a reflective fluorescent safety vest, and a metal whistle with lanyard.

- C. Contractor must ensure that all persons assigned to perform services under this Contract present themselves in a professional, courteous, respectful, and sober manner so as to ensure those they interact with, including students, pedestrians, motorists, City personnel, and all others, view them and the City’s Program positively. The City reserves the right to require Contractor to discontinue assigning persons to perform services under this Contract should the City, in its sole discretion, determine that such person has failed to maintain these standards, or is in any other way not able to perform such duties. Such determinations will be reported to Contractor who will have three (3) business days to make the required staffing change.

- 6. **Notice.** Notice must be provided in writing, sent by certified U.S. mail return receipt requested, addressed to the Party for whom it is intended, at the following address:

For the City: City of North Port
 Deputy Chief of Police
 4980 City Hall Boulevard
 North Port, FL 34286

With copies of City of North Port
 demands to: City Attorney
 4970 City Hall Boulevard
 North Port, FL 34286

For the Contractor: _____

The transmission of courtesy notice orally or via email or does not satisfy the above notice requirement.

7. Insurance.

- A. Before providing any services under this Contract, Contractor must procure and maintain, during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than “Excellent.”

No changes are to be made to these specifications without the City Manager or designee’s prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

- 1. Workers’ Compensation and Employer’s Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers’ Compensation Coverage or Workers’ Compensation Exemption (notarized affidavit). The policy must include Employers’ Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
- 2. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract.

Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

3. Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$100,000 per person; \$200,000 per accident; and \$100,000 property damage, with contractual liability coverage for all work performed under this Contract.
 4. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time the Term of this Contract is over or the Contract is terminated, whichever occurs first.
- B. WAIVER OF SUBROGATION. All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any sub-consultants, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.
- C. POLICY FORM.
1. All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 2. Insurance requirements itemized in this Contract, and required of Contractor, must be provided by or in behalf of all sub-consultants to cover their operations performed under this Contract. Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.

3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom a claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Contractor is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance must not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between Contractor and its carrier.
6. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the City before performing any services under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to performing any services AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before Contractor will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to Contractor's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

9. INDEMNIFICATION.

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS**

OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE CONTRACT. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.
- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS CONTRACT.

10. **Public Entity Crimes.** Contractor is aware of the Florida Public Entity Crimes Act, Florida Statutes Section 287.133(2)(a), and the requirement that Contractor comply with the Act in all respects prior to and during the term of this Contract.

11. **Remedies.** In the event of a default or breach of the Contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

12. **Miscellaneous.**

- A. **Authority to Execute.** The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. **Binding Effect/Counterparts.** By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. **Governing Law and Venue.** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- C. Severability. In the event any court shall hold any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- D. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- E. Complete Agreement. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.
- F. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both Parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. Only the City Commission can approve increases in compensation under this Contract.
- G. Assignment. The Contractor must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- H. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

13. Public Records.

In accordance with Florida Statutes Section 119.0701, Contractor must comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical

form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor’s records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

- 2. Upon request from the City’s custodian of public records, provide the City, at no cost, 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 for by law. All records kept 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.
- 3. Ensure that 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, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor’s possession 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 the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

5. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

IN WITNESS WHEREOF, the Parties have executed this Contract for School Crossing Guard Services on the dates identified below.

Contractor

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____ 20__, by _____.



CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING
4970 CITY HALL BLVD, SUITE 337
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



June 9, 2020

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-56 School Crossing Guard Services

BID
OPENING: JUNE 24, 2020 AT 2:00 PM (EST)

4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA 34286

ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM #1: DELETE/REPLACE:

C. Insurance Requirements on pages 25-27 and pages 49-51 in the "sample Contract" will be DELETED AND REPLACED with the following:

7. Insurance.

A. Before providing any services under this Contract, Contractor must procure and maintain, during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

1. Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

2. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops;

and \$100,000 damage to rented premises.

3. Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$100,000 per person; \$200,000 per accident; and \$100,000 property damage, with \$300,000 contractual liability coverage for all work performed under this Contract.

B. WAIVER OF SUBROGATION. All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any sub-consultants, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.

C. POLICY FORM.

1. All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. Insurance requirements itemized in this Contract, and required of Contractor, must be provided by or in behalf of all sub-consultants to cover their operations performed under this Contract. Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.

3. Each insurance policy required by this Contract shall:

a. Apply separately to each insured against whom a claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Contractor is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.

4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance must not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between Contractor and its carrier.

6. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all

Addendum No. 1

insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

7. All certificates of insurance must be on file with and approved by the City before performing any services under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to performing any services AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before Contractor will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to Contractor's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

Firms are required to acknowledge receipt of this addendum on their bid forms. All other terms and conditions of the original bid and contract documents remain the same.

Alla V. Skipper

**Alla V. Skipper, CPPB
Sr. Contract Administrator
Purchasing Department
4970 City Hall Blvd.
North Port, Florida 34286**

**Tel: 941.429.7172
Fax: 941.429.7173**

E-mail: askipper@cityofnorthport.com

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**Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No. 1**

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

(The City Commission approved this Contract on _____.)

CITY OF NORTH PORT, FLORIDA

By: _____
Peter D. Lear, CPA, CGMA
City Manager

ATTEST

Heather Taylor, CMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney



CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING
4970 CITY HALL BLVD, SUITE 337
NORTH PORT, FLORIDA 34286

Office: 941.429.7170

Fax: 941.429.7173

Email: purchasing@cityofnorthport.com



June 18, 2020

TO: PROSPECTIVE BIDDERS
RE: RFB NO. 2020-56 School Crossing Guard Services
BID
OPENING: JUNE 24, 2020 AT 2:00 PM (EST)

4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA 34286

****ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337****

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strikethroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM #1: QUESTION/ANSWER:

- Q1:** Page 19 SP-02 Term/Pricing – This section states that the initial term will be 3 years with two additional 2-year renewal terms. Section 2A of the Sample Contract says an initial term of 3 years, then a renewal of 2 years, then a renewal of 1 year. Can you clarify if the last renewal will be for 2 years or 1 year?
- A2:** **The Sample Contract Term shall prevail. DELETE page 19, SP-02 and REPLACE with “The Term of this Contract begins on the date the last party to the Contract signs it below (“Effective Date”), and will run for three (3) years from the Effective Date (“Initial Term”). At the end of the Initial Term, this Contract will automatically renew for an additional two (2) years (“Renewal Term”). At the end of the Renewal Term, the Contractor and the City Manager or designee may agree to renew this Contract for one (1) additional year.”**
- Q2:** Page 19 SP-03 Scope of Service Section 1 – The requirement states there must be 5 years’ experience in the State of Florida. Can this be modified to 1-year experience in the State of Florida with at least 5 years’ experience in providing crossing guard services anywhere?
- A2:** **Vendor must have 5 years’ experience operating in the state of Florida. Individuals hired as crossing guards do not need prior experience, but they must be properly trained before providing services.**
- Q3:** All notary documents require signatures in the State of Florida. Our corporate office is not in Florida and the documents will not be signed in Florida. Can these documents be revised to allow for any state notary?
- A3:** **Yes, ~~strikethrough Florida~~ and insert the applicable State and County. Your entity will need to be registered with the State of Florida and provide the Florida Division of Corporations document as proof.**

Q4: How much are the current crossing guards being paid?

A4: Crossing Guards are paid \$17.60 per hour. Supervisors are paid \$19.20 per hour.

Q5: What is the incumbent/current vendor providing School Crossing Guard services?

A5: Action Labor of Florida, LLC.

Q6: What was the budget for the program this past school year?

A6: \$202,050.00

Q7: What was the billing rate per hour for the program last year?

A7: Crossing Guards are paid \$17.60 per hour. Supervisors are paid \$19.20 per hour.

Q8: What are the guards hourly wages?

A8: Crossing Guards are paid \$17.60 per hour. Supervisors are paid \$19.20 per hour.

Q9: Is there a certain type of traffic cone the City prefers?

A9: There is no preferred type of cone, but they must follow any Department of Transportation requirements

Q10: What vendor currently provides the uniforms for the Crossing Guards?

A10: Uniforms are provided by Action Labor.

Q11: Do the guards currently get paid for only site hours or is there a minimum hours per day the guards are compensated?

A11: Crossing Guards are paid for hours worked.

Q12: What is the current Supervisors wages for this program?

A12: Supervisors are paid \$19.20 per hour

Firms are required to acknowledge receipt of this addendum on their bid forms. All other terms and conditions of the original bid and contract documents remain the same.

Alla V. Skipper, CPPB
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Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.

End of Addendum No. 2