

**TO: City of North Port
4970 City Hall Blvd., Suite # 337
North Port, FL 34286**

**RE: RFB No: 2020-56
School Crossing Guard Services**

Due Date: Wednesday, June 24th, 2020 at 2:00pm

**FROM:
Waterfield Florida Staffing, LLC
DBA Action Labor
DBA Staffing Connection
6555 N. Powerline Road, Suite 306
Fort Lauderdale, FL 33309
Sharron Cook, Branch Manager
954-776-3444**

June 19th, 2020

City of North Port
4970 City Hall Blvd.
North Port, FL 34286

Attention: All parties associated with RFB No: 2020-56 School Crossing Guard Services

Thank you for the opportunity to bid on the School Crossing Guard Contract.

As your current vendor, we are proud of the long-standing relationship with the City. We have worked diligently since 2017 to keep pricing competitively low and safety high. We are proud that our safety record and no incidents in our three years of service.

We currently employ residents from the City of North Port including two State Certified Trainers as Field Supervisors and over 30 Certified Crossing Guards. Additionally, we employ six certified trainers and over 75 crossing guards in Sarasota County combined. There are challenges that come with recruiting and keeping all posts staffed which we effectively have met. The Pandemic adds additional challenges as all companies have been forced to close their Crossing Guard programs as of March 2020. Our unique strength is having the resources of certified trainers and certified crossing guards in North Port, Sarasota County and Lee County. I am confident we will be able to meet any new challenges that arise as School plans to reopen for the 2020-2021 school year.

Action Labor and Staffing Connection were purchased in March 2018 by Waterfield Florida Staffing, LLC. Staffing Connection is our Crossing Guard division and operates as a DBA of Waterfield Florida Staffing, LLC.

Thank you for the consideration.

Sincerely,



Sharron R. Cook
Branch Manager – School Crossing Guard Division

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: 6/11/2020

Signed (Person authorized to bind the company): 

Name (printed): Paul C. Chase Title: CEO

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID FORM

Name of Bidder: Waterfield Florida Staffing, LLC
 Business Address: 624 Nottingham Blvd. West Palm Beach, FL 33405
 Telephone Number: 954-776-3444 Fax Number: 954-776-8476
 E-mail Address: scooke.staffing@cometicon.com
 Contractor License #: _____ FEID #: 82-4558588

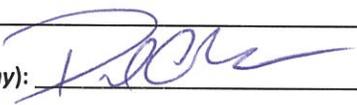
To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, 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:
Paul C Chase \$ 182,700.00
 (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: 6/16/2020
 Signed (Person authorized to bind the company): 
 Name (printed): Paul C. Chase Title: CEO

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

RFB NO. 2020-56 School Crossing Guard Services Tabulation Sheet

Contractor MUST complete every block highlighted in yellow below to be deemed responsive

Waterfield Florida Staffing, LLC DBA Action Labor and Staffing Connection

***INITIAL CONTRACT TERM (FROM LAST PARTY SIGNATURE FOR THREE (3) YEARS)**

Description	Unit	Estimated Hours/ Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard Initial Term	Hourly	360	24	24	17.5	\$151,200.00
Supervisor Year Initial Term	Hourly	900	2	2	17.5	\$31,500.00
ANNUAL TOTAL						\$182,700.00

***RENEWAL YEAR (END OF INITIAL TERM- AUTO RENEW FOR 2-YEAR TERM)**

Description	Unit	Estimated Hours/ Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard Renewal Term	Hourly	360	24	24	18.38	\$158,803.20
Supervisor Renewal Term	Hourly	900	2	2	18.38	\$33,084.00
ANNUAL TOTAL						\$191,887.20

***RENEWAL YEAR (AT THE END OF RENEWAL, MUTUALLY AGREE TO ONE (1) ADDITIONAL YEAR).**

Description	Unit	Estimated Hours Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard (Final One-Year)	Hourly	360	24	24	18.38	\$158,803.20
Supervisor (Final One-Year)	Hourly	900	2	2	18.38	\$33,084.00
ANNUAL TOTAL						\$191,887.20

It is within the City's discretion to adjust the number of employees.

The number shown in the above are estimates for the purpose of arriving at a total annual cost for comparison of Solicitation Responses and establishing low bid.

*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.

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.	1	Dated	6/9/2020	Addendum No.		Dated	
Addendum No.	2	Dated	6/18/2020	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: 6/16/2020

Signed (Person authorized to bind the company): 

Name (printed): Paul C. Chase Title: CEO

(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: 6/16/2020
Signed (Person authorized to bind the company): 
Name (printed): PAUL C. CHASE Title: CEO

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: N/A

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. N/A
2. _____
3. _____
4. _____

SUPPLIER(S)

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

Date: _____

Signed (Person authorized to bind the company): 

Name (printed): Paul C. Chase Title: CEO

(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: Sarasota County

Name of Contact Person/Title: Debra Kiner-Lieutenant

Telephone# 941-861-4179 Fax 941-861-4018 E-mail Debra.Kiner@sarasotasheriff.org

Address 6010 Catteridge Blvd., Sarasota, FL 34232

Phone Number 941-861-4179

Duration of Contract or business relationship Six + years

Type of Services Provided School Crossing Guard Services

Contract Period: FROM 2014 TO current

Contract Price \$ 240 K Contract Price at Completion of the Project \$ 240 K

2. Business/Customer Name: Lee County

Name of Contact Person/Title: Lieutenant Dennis Petracca

Telephone# 239-477-1378 Fax _____ E-mail dpetracca@sheriffleeFL.org

Address 14750 Ben C Pratt Six-Mile Cypress Pkway, Fort Myers, FL 33912

Phone Number 239-477-1378

Duration of Contract or business relationship 2001- Present

Type of Services Provided School Crossing Guard Services

Date: 6/16/2020

Signed (Person authorized to bind the company): 

Name (printed): Paul C. Chase Title: CEO

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

3. Business/Customer Name: City of Fort Myers
 Name of Contact Person/Title: Debra Kearns - Sr. Procurement Specialist
 Telephone# 239-321-7238 Fax _____ E-mail Dkearns@cityftmyers.com
 Address 1820 Hendry Street, Fort Myers, FL 33901
 Contract Period: FROM 2018 TO Active contract 2022
 Contract Price \$ 122,000.00 Contract Price at Completion of the Project \$ Active
 Phone Number 239-321-7238

Duration of Contract or business relationship 2004 to Present
 Type of Services Provided School Crossing Guard Services
 Contract Period: FROM 2018 TO Present
 Contract Price \$ 120k Contract Price at Completion of the Project \$ 120k

4. Business/Customer Name: City of Cape Coral
 Name of Contact Person/Title: Tammy Gair - Account coordinator - office of Deputy Chief of Police
 Telephone# 239-574-0616 Fax 239-242-5369 E-mail tgair@capecoral.net
 Address P.O. Box 150027, Cape Coral, FL 33915
 Contract Period: FROM 2017 TO Current
 Contract Price \$ 200,000.00 Contract Price at Completion of the Project \$ Active contract
 Phone Number 239-574-0616

Duration of Contract or business relationship School Crossing Guard Services
 Type of Services Provided 2014 - Current
 Contract Period: FROM 2018 TO 2021
 Contract Price \$ 230k Contract Price at Completion of the Project \$ Active

Date: 6/16/2020
 Signed (Person authorized to bind the company): [Signature]
 Name (printed): Paul C. Chase Title: CEO

5. Business/Customer Name: City of Tamarac (includes City of Coral Springs, N. Lauderdale and Sunrise)
Name of Contact Person/Title: Keith Glatz - Contracts Manager
Telephone# 954-597-3567 Fax 954-597-3565 E-mail keith.glatz@tamarac.org
Address 7525 NW 88th Ave, Tamarac, FL 33321
Contract Period: FROM 2018 TO 2024
Contract Price \$ 1.5 million Contract Price at Completion of the Project \$ 1.5M.
Phone Number 954-597-3567
Duration of Contract or business relationship 2001- Present
Type of Services Provided School Crossing Guard Services
Contract Period: FROM 2019 TO 2026
Contract Price \$ 1.5 Mill. Contract Price at Completion of the Project \$ Active contract

Date: 6/16/2020
Signed (Person authorized to bind the company): 
Name (printed): Paul C. Chase Title: CEO

(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:

CEO/President: Paul C. Chase Secretary: Katrine Zelenarskiy
Vice President: Kevin J. O'Keefe Treasurer: Kevin J. O'Keefe
Director: _____ Director: _____
Pres Other: J. Randall Waterfield Other: _____

Name of Corporation (As used in Florida):

Waterfield Florida Staffing, LLC

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

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: 624 Nottingham Blvd.
City, State, Zip: West Palm Beach, FL 33405

STATE OF FLORIDA

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of JUNE 2020, by Paul C Chase.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



ANITA ROBERTS
Commission # GG 236319
Expires July 10, 2022
Bonded Thru Budget Notary Services

Date: 6/16/2020

Signed (Person authorized to bind the company): [Signature]

Name (printed): Paul C. Chase Title: CEO

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Palm Beach } SS.

Before me, the undersigned authority, personally appeared:
Paul C. Chase who, being first duly sworn, deposes and says that:

- 1. He/She is the CEO (Owner, Partner, Officer, Representative or Agent) of Waterfield Florida Staffing, LLC., 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 16th day of JUNE, 2020.

By: [Signature]
Paul C. Chase
(Printed Name)
CEO
(Title)

STATE OF FLORIDA
COUNTY OF palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of June 2020 by Paul C. Chase.

Personally Known OR Produced Identification
Type of Identification Produced _____

[Signature]
Notary Public - State of Florida



ANITA ROBERTS
Commission # GG 236319
Expires July 10, 2022
Bonded Thru Budget Notary Services

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.

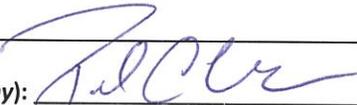
- I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- An employee, public officer or advisory board member of the City, or their spouse or child, 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: 6-16-2020
 Signed (Person authorized to bind the company): 
 Name (printed): Paul C. Chase Title: CEO

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, Paul C. Chase, being an authorized representative of the Respondent Waterfield Florida Staffing, LLC,

Located at: 624 Nottingham Blvd.

City: West Palm Beach State: FL Zip Code: 33405, 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: [Signature] Date: 6-16-2020

Telephone #: 954-776-3444 Fax #: 954-776-8476

Federal ID #: 82-4558588 E-mail: PaulC@ActionLabor.com

State of Florida

County of Palm Beach

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16 day of June 2020 by Paul C Chase.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



Date: 6/16/2020

Signed (Person authorized to bind the company): [Signature]

Name (printed): Paul C. Chase Title: CEO

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

DRUG FREE WORKPLACE FORM

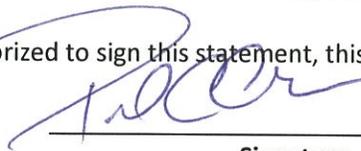
The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that Waterfield Florida Staffing, LLC does:
(Company Name)

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

Paul C. Chase

Print Name

6-16-2020

Date

(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. 2020-56 for the construction of School Crossing Guard Services
2. This Sworn Statement is submitted by Waterfield Florida Staffing, LLC whose business address is 624 Nottingham Blvd, WPB, FL 33405 and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4558588
3. My name is Paul C. Chase
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of CEO 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.

[Signature] CEO
Authorized Signature/Title

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of June 2020, by Paul C Chase.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



ANITA ROBER
Commission # GG:
Expires July 10, :
Bonded Thru Budget Notary Services

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

Scrutinized Company Certification Form

Company Name: Waterfield Florida Staffing, LLC
 Authorized Representative Name and Title: Paul C. Chase CEO
 Address: 624 Nottingham Blvd City: West Palm Beach State: FL ZIP: 33405
 Phone Number: 954-776-3444 Email Address: PAULC@acticalabor.com

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: [Signature]
 AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Paul C. Chase - CEO

Date Certified: June 16th, 2020

STATE OF FLORIDA
 COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of June 2020, by Paul C Chase.

[Signature]
 Notary Public - State of Florida

Personally Known OR Produced Identification
 Type of Identification Produced _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)



ANITA ROBERTS
 Commission # GG 236319
 Expires July 10, 2022
 Bonded Thru Budget Notary Services

LOBBYING CERTIFICATION

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

STATE OF Florida

COUNTY OF Palm Beach

This 16th day June of 2020 Paul C. Chase, being first duly sworn, deposes and says that he or she is the authorized representative of Waterfield FT Staffing (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 16th day of JUNE, 2020.

By: [Signature]
PAUL C CHASE
(Printed Name)
CEO

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of June 2020 by Paul C. Chase.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



ANITA ROBERTS
Commission # GG 236319
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(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.

Waterfield Florida Staffing, LLC.
 Contractor
 By: [Signature]
 Title: CEO

STATE OF FLORIDA
 COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of June 2020, by Paul C. Chase CEO.

[Signature]



ANITA ROBERTS
 Commission # GG 236319
 Expires July 10, 2022
 Bonded Thru Budget Notary Services

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 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 ~~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: 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;

Addendum No. 1

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



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.**

Addendum No. 2

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

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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