



V I L L A G E O F K E Y B I S C A Y N E

Village Council

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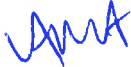
Katie Petros

Ignacio J. Segurola

MEMORANDUM

DATE: July 31st, 2019

TO: Honorable Mayor and Council Members

FROM: Andrea Agha, Village Manager 

RE: Everything Parking, Inc. d/b/a Cross Safe, a North Carolina corporation ("Cross Safe") - School Crossing Guard Contract

Recommendation –

Authorize the Village Manager to negotiate and execute a contract with Everything Parking, Inc. d/b/a Cross Safe, a North Carolina corporation ("Cross Safe"), the highest ranked responsive and responsible bidder for crossing guard services consistent with the attached proposal (Exhibit B) in the amount not to exceed budgeted funds for a one (1) year contract, with options to renew. The criteria utilized to evaluate where will the company meet the State of Florida annual requirements for training and reporting, and the rate of pay versus the initial contract.

Funding is allocated in the FY19 Police Department budget line item 34100 entitled "Crossing Guard Outsource Program" for these services in the amount of \$132,365.

Background –

The Village of Key Biscayne Police Department administers a School Crossing Guard Program in support of the Strategic Goal: Quality of Life, with public safety being our number one objective. The current level of service for the crossing guard program is detailed in Exhibit B. In essence, the crossing guards serve the Key Biscayne Community School and the parochial schools on Harbor Drive, off Crandon Blvd, and across Crandon Blvd twice daily, five days a week.

Approximately four years ago, the Village of Key Biscayne entered a one (1) year contract with All City Management Services, Inc., (ACMS), "The Crossing Guard Company" to provide support to the Village of Key Biscayne schools and children. The Village has experienced challenges with our current provider, ACMS. The company no longer serves the best purpose for the Village of Key Biscayne due to the following:

- The price proposal increased from \$30.64 (current contract) to \$31.54 (new rate) hourly;
- The total cost for the projected amount of 4,860 hours annually would be of \$153,284;
- The documentation for Florida required annual training was not completed properly;

- Difficulty obtaining Florida required reporting documentation;
- Unwillingness to comply with Village of Key Biscayne needs and requirements;
- The company does not provide one point of contact for the business.

The Police Department decided to seek proposals from competing service providers to resolve the performance issues as well as to obtain more favorable pricing. The Department compared the existing contract rate increase to the two bids/proposals from the following Bidders/Proposers:

1. Current Provider: All City Management Services, Inc. (ACMS), "The Crossing Guard Company" (Exhibit A)
2. Everything Parking, Inc. d/b/a Cross Safe, a North Carolina corporation ("Cross Safe") (Exhibit B)
3. SQP USA Enterprises, LLC. (Exhibit C)

Everything Parking, Inc. d/b/a Cross Safe, a North Carolina corporation ("Cross Safe"), which is the recommended company, would offer the Village the following benefits:

- Hourly rate of \$27.74 for school crossing guard services;
- The total cost for the projected amount of 4,860 hours annually would be of \$134,816.40;
- Verification of guard on post by GPS real time alerts;
- Main office on east coast time zone, which will allow a for pressing issues to be resolved as soon as possible, without waiting long periods of time due to the time difference and not having a direct point of contact;
- Florida State required reporting information obtained from one person in the company (no referrals to different departments);
- Florida required annual training will be conducted prior to school year to ensure that all mandated requirements are met by each crossing guard.

The third bidder/proposer named SQP USA Crossing Guard Services is a new company that has no history, not bonded or insured. This company submitted a proposal after receiving information that the Police Department was soliciting proposals for crossing guard services but was not initially approached for a proposal. After reviewing the proposal, the Police Department determined that the Village should not contract with the company as it was recently incorporated with no prior history of performing these services. Nonetheless, the contract proposed by SQP USA Crossing Guard Services included an hourly rate of \$25.00 per hour, which at 4,860 hours would amount to \$121,500.00.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING EVERYTHING PARKING, INC. D/B/A CROSS SAFE FOR SCHOOL CROSSING GUARD SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) Council desires to improve traffic and safety measures by providing school crossing guards near Key Biscayne Community School and St. Agnes Academy (the “Services”); and

WHEREAS, the Village received three proposals for the Services; and

WHEREAS, Everything Parking, Inc. (d/b/a Cross Safe) (“Contractor”) submitted a proposal for the Services (“Proposal”); and

WHEREAS, after review and evaluation of the three proposals, the Village Manager recommends that the Contractor be selected to perform the Services as the lowest, responsive and responsible bidder; and

WHEREAS, the Village Council desires to select Contractor to perform the Services and authorize the Village Manager to negotiate and execute a contract with the Contractor consistent with the Proposal in an amount not to exceed \$135,000.00 annually (the “Contract”); and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award a Contract for the Services to Contractor; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council approves the Contractor for the Services.

Section 3. Authorization. That the Village Manager is hereby authorized to negotiate and execute an agreement with the Contractor for the Services, consistent with and substantially in accordance with the Proposal attached hereto as Exhibit "A" in an amount not to exceed \$135,000 annually, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2019.

MICHAEL W. DAVEY, MAYOR

ATTEST:

JENNIFER MEDINA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT "A"
SCOPE OF SERVICES & RATE SHEET

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Consultant's Services shall include, but not be limited to, the following:

Consultant shall provide crossing guard services at the following locations on all school days as designated by the respective school's calendar on the days and times set forth herein:

Location	# of Posts	Days	Times
Key Biscayne Community School 150 West McIntyre Street Key Biscayne, Florida 33149	8	Monday – Friday	7:45 a.m. – 8:45 a.m .
	8	Monday, Tuesday, Thursday, & Friday	2:20 p.m. – 3:30 p.m.
	8	Wednesday	1:30 p.m. – 2:30 p.m.
	1	Monday – Friday	8:45 a.m. – 9:45 a.m.
St. Agnes Academy 122 Harbor Drive Key Biscayne, Florida 33149	1	Monday – Friday	7:00 a.m. – 8:00 a.m .
	2	Monday – Friday	7:00 a.m. – 9:00 a.m .
	1	Monday – Friday	2:30 p.m. – 3:30 p.m.
	2	Monday – Friday	2:30 p.m. – 4:30 p.m.

Consultant shall begin performing the Services upon the Village Manager's issuance of a notice to proceed.

Post Locations:

The Village and the Consultant shall agree upon, in writing, the exact post locations for each school.

Personnel and Equipment:

Consultant shall provide all personnel and equipment to carry out its responsibilities under this Agreement, including but not limited to, signs, uniforms, and other necessary supplies.

Hourly Rate:

Contract Year	Hourly Rate (per guard)
2019-2020	\$27.74
2020-2021 (Option Year)	\$27.74
2021-2022 (Option Year)	\$27.74

Additional Services:

Consultant shall provide additional crossing guard services to the Village upon the same terms and conditions as this Agreement, upon the written authorization of the Village Manager.

Sample Billing Calculation:

Sample Billing for 2019-2020 school year \$27.74 per guard per hour.
 8 sites at 2.0 hrs/day: (16 Total hrs/day) X (180 days/yr) X (\$27.74/yr) = \$79,891.20
 2 sites at 4.0 hrs/day: (8 Total hrs/day) X (180 days/yr) X (\$27.74/yr) = \$39,945.60
 1 site at 3.0 hrs/day: (3 Total hrs/day) X (180 days/yr) X (\$27.74/yr) = \$14,979.60
Total Projected Hours: 4,860 Total Projected Cost: \$134,816.40