MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: September 5, 2023

RE: **Agreement with Pivot Culinary Management, LLC for Emergency Dining Services**

Attached hereto for your consideration is a proposed Agreement with Pivot Culinary Management, LLC (Pivot) to provide Emergency Dining Services for City employees and workers/contractors following an emergency event or major disaster. The City's Purchasing Department has determined that Pivot is a qualified vendor capable of providing nutritious meals to City employees and workers/contractors following an emergency event and, as such, is seeking to include Pivot on the City's list of vendors available to provide emergency dining services.

Pivot is the contracted food service vendor for the Detroit Tigers and has an established catering operation set up at the TigerTown facilities year-round. Pivot's location at TigerTown will ensure that emergency workers are fed quality meals in an economical and efficient manner since TigerTown is used as a staging area for emergency operations following natural disasters such as hurricanes.

Upon City Commission approval, Pivot will be added to the City's available vendor list to provide emergency dining services. The term of the Agreement with Pivot will become effective upon approval by the City Commission and continue until otherwise terminated by the parties. The City may terminate the Agreement for convenience at any time upon thirty (30) days' prior written notice to Pivot. All services will be performed in accordance with the terms and conditions contained in the Agreement, as well as the City's Bid for emergency dining services. There are no specified costs associated with this Agreement, as Pivot's services will be utilized on an as-needed basis during emergency operations. Pivot's pricing for providing emergency dining services will be held firm through December 31, 2023. Thereafter, pricing will be subject to an equitable adjustment for each twelve (12) month period provided such price adjustment is mutually agreed to in writing by the parties prior to June 1st of each successive calendar year.

It is recommended that the City Commission approve this Agreement with Pivot for emergency dining services and authorize the appropriate City officials to execute all corresponding documents on behalf of the City.

Attachment

AGREEMENT FOR EMERGENCY DINING SERVICES

THIS AGREEMENT, made and entered into on this ____ day of _____ 2023, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and **PIVOT CULINARY MANAGEMENT, LLC** an Arizona corporation, located at 7000 E. Shea Blvd, Suite G1010, Scottsdale, AZ 85254, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for Emergency Dining Services; and

WHEREAS, City issued a Request for Emergency Dining Services pursuant to City of Lakeland Bid No. 90003 dated July 19, 2019 (hereinafter Bid); and

WHEREAS, City awarded the Proposal to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Bid, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with Emergency Dining Services at the Detroit Tiger's facilities at the Joker Marchant Stadium Complex, as requested and more specifically outlined in this Agreement, Bid No. 90003 attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Bid.

3. Effective Date. This Agreement is to become effective on August 21, 2023 ("Effective Date") upon execution by both parties and shall remain in effect unless otherwise terminated as provided in Section 6 herein.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a proposal to a contractor which has disclosed its intent to assign or subcontract in its response to the Bid, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the Bid, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of

any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the Bid and as set forth herein. Prices and rates, as set forth in Contractor's Proposal attached hereto and incorporated herein by reference as **Exhibit "B"**, shall be held firm until December 31, 2023, but may be subject to an equitable adjustment for each twelve (12) month period thereafter, provided such adjustment is agreed to in writing by the parties prior to June 1st of each succeeding calendar year. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records

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

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "A"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this

Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for Emergency Dining Services and appendices, as well as the following documents which are incorporated herein by reference:

a. City of Lakeland_Bid No. 90003 and all of its addenda and attachments attached hereto as **Exhibit "A"**; and

b. Contractor's Proposal dated June 2, 2023 attached hereto as **Exhibit "B"**

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. Notices. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

As to Contractor:	As to City:
Pivot Culinary Management	City of Lakeland
Attn: Grayson Wilcox	Attn: Clarke Freed, Lakeland Electric
2125 N. Lake Ave	501 E. Lemon Street
Lakeland, FL 33085	Lakeland, FL 33801-5050
Phone: 480-725-5808	Phone: (863) 834-6588

IN WITNESS WHEREOF, the parties herein have executed this Agreement for Emergency Dining Services pursuant to Bid No. 90003 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

By: _____

Printed Name: H William Mutz

Title: Mayor

Attest: _____

Printed Name: Kelly S. Koos

Title: City Clerk

PIVIT CULINARY, INC.

By: Kara Castillo

Printed Name: Kara Castillo

Title: Business Operations

Attest: Shaylyn Rice

Printed Name: Shaylyn Rice

Title: Chief of Staff

Approved as to form and correctness:

_____

Palmer C. Davis, City Attorney

RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

NOTICE TO BIDDERS

REQUEST FOR CONTINUING SERVICES

EMERGENCY DINING SERVICE
For the
CITY OF LAKELAND

JULY 19, 2019

BID NO. 90003

Sealed submittals will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 from vendors interested in providing the services below. Award will be made to all responding vendors meeting specifications. This contract will remain in effect unless otherwise terminated. Selected vendors will remain on the list for that period.

Bid Documents may be requested by visiting our Website at http://www.lakelandgov.net/purchasing or by contacting the **City of Lakeland Purchasing Division @ (863) 834-6780. Bid Documents are Required for Bid Submittal. Any Bidder that Does Not Have a City of Lakeland Oracle iSupplier Number Should Visit the Above Website and Register as an Oracle Supplier.**

THE CITY OF LAKELAND IS REQUESTING CONTINUING SERVICES FROM QUALIFIED VENDORS TO ENTER INTO AN AGREEMENT TO PROVIDE A CATERING SERVICE OR A FACILITY CAPABLE OF PROVIDING NUTRITIOUS MEALS TO CITY EMPLOYEES AND EMERGENCY WORKERS AFTER AN EMERGENCY EVENT. CATERERS CAN PREPARE MEALS IN-HOUSE OR ON-SITE. SERVICES PERFORMED UNDER THE AGREEMENT MAY BE ACTIVATED PRIOR TO OR IMMEDIATELY AFTER AN EMERGENCY OR MAJOR DISASTER IN OUR AREA. THE CITY ANTICIPATES FEEDING A MINIMUM OF ONE HUNDRED (100) PEOPLE PER DAY BUT THIS COULD INCREASE TO ONE THOUSAND (1000) PEOPLE PER DAY DEPENDENT UPON THE EMERGENCY SITUATION. THE BIDS SUBMITTED AND THE RESULTING PURCHASE ORDER/CONTRACT, IF ISSUED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR CONTINUING SERVICE, THE ATTACHED CITY OF LAKELAND SPECIFICATION, ALL CURRENT FEDERAL, STATE, AND LOCAL ORDINANCES, CODES AND REGULATIONS.

Questions regarding this invitation to bid should be **in writing** and should reference the above Bid number. Submit all questions to **Mrs. Tara Walls, CPPB, Senior Purchasing Agent,** via e-mail at **purch@lakelandgov.net** or fax **(863) 834-6777.**

CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, to the email address above. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City.

FLORIDA PUBLIC RECORDS LAW

Bidder's submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

PUBLIC ENTITY CRIMES

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 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or Surety company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and **prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements.** This insurance shall remain in force and effect throughout the duration of the contract.

A **certificate of existing insurance** coverage should be submitted with the bid as proof of insurability. If the current coverage does not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The contractor agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the bid submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the bid requirements.

ADDENDA

It is the Respondent's responsibility to contact the Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Respondent to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

TERMS AND CONDITIONS OF AGREEMENT

A sample of an agreement to be entered into with the successful bidder is included with this bid, should the City require such.

BID SUBMITTAL

An original and two (2) copy (collated in sets) of the bid form supplied by the City of Lakeland and all required bid submittal data shall be enclosed within a sealed envelope with the words, **"Sealed Submittal No. 90003 – Emergency Dining Service"** and the Bidder's name and address clearly shown on the outside thereof. **Submittals received with less than three (3) total copies or not submitted on the City of Lakeland Bid Sheets may be disqualified as non-responsive.**

The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) Bidder. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. **There is no obligation to buy**. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed $10,000 of the bid price.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

BID SHEET:

EMERGENCY DINING SERVICE
For the
CITY OF LAKELAND

JULY 19, 2019

BID NO. 90003

Company Name _____

Company Address _____

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

Telephone (_____) _____ **Fax (_____)** _____

E-Mail Address _____

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 90003, dated July 19, 2019 and all attachments as referenced therein.**

A. List Local Contact Person for Inquiries Regarding this Bid:

Name	Address	Telephone No.

B. As a Responsive Bidder I have Attached All Required Data as Requested in the Specification:

City of Lakeland & Vendor Authorized Personnel (Attachment 1) _____ Yes _____ No

Sample Menu and Pricing per Meal (Attachment 2) _____ Yes _____ No

Activation, Cancellation, and Supplies (Attachment 3) _____ Yes _____ No

Proof of Insurance _____ Yes _____ No

Indemnification Agreement _____ Yes _____ No

Note: If "No" is checked please explain below. Failure to comply with specification requirements may be cause for bid disqualification.

_____

_____

_____

_____

Bid Sheet continued on next page:

BID SHEET CONTINUED:

EMERGENCY DINING SERVICE
For the
CITY OF LAKELAND

JULY 19, 2019

BID NO. 90003

Terms of Payment Offered _____

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including but not limited to; Bidders experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) Bidder. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. **There is no obligation to buy.** The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed $10,000 of the bid price."

_____
Company Name

_____ _____
Authorized Signature **Date Signed**

_____ _____
Name of Contact for Questions **Telephone No. of Contact**
(Please Print or Type)

Specification No. EOP1501
Emergency Dining For the
City of Lakeland

PURPOSE/OVERVIEW

The City of Lakeland is requesting proposals from qualified Vendors to enter into an agreement to provide a catering service or facility capable of providing nutritious meals to City employees and emergency workers after an emergency event. Caterers can prepare meals in-house or on-site. Services performed under the Agreement may be activated prior to or immediately after an emergency or major disaster in our area.

The City anticipates feeding a minimum of 100 people / day but this could increase to 1,000 people / day dependent upon the emergency situation.

VENDORS RESPONSIBILITY:

1. The Vendor shall not permit any firearms, alcoholic beverages or illegal drugs on City property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from City property and shall not be allowed to return.
2. The Vendor shall assume full responsibility for its employees' conduct while on City property.
3. The Vendor shall provide qualified personnel to perform all Work as defined in this specification.
4. The Vendor shall keep an authorized representative at the staging area and or a contact representative at their main facility who shall be authorized to act upon notices, directions, and instructions from the City.
5. The Vendor shall immediately remove from the job any person considered by the City to be dishonest, incompetent, disposed to be disorderly, or for any reason unsatisfactory or undesirable to the City and such person shall not again be re-employed on the premises without the consent of the City.
6. The Vendor shall provide its own safety equipment.
7. The Vendor shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA.
8. The Vendor shall provide temporary lighting, electrical connectors, extension cords, etc., as needed. Vendor shall supply self-generating units as needed.
9. The Vendor's vehicles, brought on site, must be clearly marked with the Vendor's business logo or other identifying mark so the City may determine who an unattended vehicle belongs to.
10. All meals shall be prepared under national, state and local health safety and sanitary conditions.
11. The Vendor shall comply with Federal, State and Local guidelines governing health and food service sanitation.
12. The Vendor shall provide new/sanitized containers and utensils for all meals.
13. The Vendor is responsible for restocking their supplies.
14. The Vendor shall remove refuse and waste material created by the operation after each meal. Upon request Vendor shall provide their plan for handling gray water, cooking oils and other by-products.
15. The Vendor shall not serve leftovers.
16. The Vendor shall provide emergency contact phone numbers that will allow twenty-four (24) hour, seven (7) day a week contact. **Complete Attachment #1 City of Lakeland & Vendor Authorized Personnel.**
17. Proof of above requirements shall be provided upon request.

CITY'S RESPONSIBILITY:

1. Provide a secure site for set up and operation.
2. Provide a dumpster at the site.
3. Provide security, if needed.

4. Provide an estimated daily count for all meals.
5. Provide twenty-four (24) hour notice to shut down operations.
6. Provide electricity, if available.
7. If the City needs to cancel services due to a possible Hurricane changing course or not creating the damage anticipated, notification will be given as soon as possible.
8. The City will assign one or more Authorized Representatives for an emergency event. All questions shall be directed to these individuals.

MEALS

1. Vendors shall provide a menu that includes foods that are visually appealing, appetizing and nutritionally sound. **Complete Attachment #2 Sample Menu and Pricing Per Meal.**
2. All meals shall include the USDA recommended servings of protein, grains, fruits and vegetables.
3. Meals shall be 1½ times that of a typical portion size.
4. Consideration should be given to providing a variety of foods to ensure a choice for special dietary needs upon request (i.e. vegetarian, diabetic).
5. Meals to be served include breakfast, lunch and dinner. Hot meals should be included.
6. Boxed Meals should be entrées such as a sandwich/wrap and accompaniments.
7. Boxed Meals shall be prepared no more than twelve (12/24) hours prior to serving/delivery.

ACTIVATION

In the event of an emergency, a City Authorized Representative (Attachment #1) will contact Vendor with as much lead time as possible to request meal orders. Depending on the emergency event, every effort will be made to provide a twenty-four (24) to forty-eight (48) hour prior activation notice. A City Authorized Representative will provide Vendor with an estimated number of meals, times, days and location for set-up, delivery or pick-up. Vendor(s) shall accept or reject meal order(s) no later than one (1) hour of receipt of notice. The Vendor shall be operational and capable of fulfilling meal orders at their facility or at the designated staging site within twenty-four (24) hours of notice. **Complete Attachment # 3 Activation, Cancellation & Supplies.**

FINANCIAL

1. The caterer's price per meal **shall** be all inclusive, including but not limited to: labor, room set-up, delivery, clean-up, tableware, service charges, "Boxed Meal" packaging and utensils, condiments, etc.
2. The City will pay based on the number of meals ordered.
3. The City is not responsible for incidental charges incurred unless agreed to by Authorized City Personnel
4. City will pay for all meals – individuals will not be responsible for payment
5. The City is exempt from paying taxes. A tax-exempt certificate will be provided.
6. Vendor will submit a dated invoice with a unique invoice # within 30 days of service for payment to:

   City of Lakeland
   Attn: Accounts Payable for LE Logistics
   228 S. Massachusetts Ave
   Lakeland, FL 33801

The City reserves the right to accept all or part, or to decline the whole and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be, in the judgment of the City, the most responsive to the City's needs.

Attachment No. 1
City of Lakeland & Vendor Authorized Personnel

City Authorized Representatives contact information

Name	Email Address	Office Phone	Fax Number
Carl Baker	carl.baker@Lakelandelectric.com	863-834-6557	863-834-6560
Carole Cox	carole.cox@lakelandelectric.com	863-834-6523	863-834-6545
Wendy Valentine	wendy.valentine@lakelandelectric.com	863-834-6433	863-834-6560

Vendor Authorized Representatives contact information

Name	Email Address	Office	Cell Phone

Attachment No. 2
Sample Menus & Pricing Per Meal

Breakfast Menu	City-Site	Vendor Facility
Juice, coffee, tea, water, power drink, milk, etc.		
Fruit (Whole or sliced)		
Assortment of pastries, energy bars, muffins, etc.		
Potatoes, grits, biscuits, gravy		
Scrambled eggs, boiled eggs, etc.		
Bacon, Sausage, etc.		
Assortment of cereals		
Total Cost Per Meal	**$**	

Boxed Meal	City-Site	Vendor Facility
Bottled Beverage; water, power drink, etc.		
Deli salad		
Sub's/Wraps (chicken, ham, turkey, beef, pork, etc.) condiments.		
Chips, Popcorn, snack bar, protein bar, etc.		
Fruit (whole)		
Dessert item, cookies, etc.		
"To-Go" packaging – plastic ware, napkin, etc.		
Total Cost Per Meal	**$**	

Dinner Menu	City-Site	Vendor Facility
Coffee, tea, water, power drink, milk, etc.		
Bread & Butter		
Garden Salad with dressing, Soup, coleslaw, citrus salad, etc.		
Hearty items such as meatloaf, meat lasagna, pasta & meatballs, beef, baked chicken, pork loin, etc.		
1 Starch; potatoes, rice		
Two Vegetables		
Desert; fruit cobbler, cookies, brownies, cake, etc.		
Total Cost Per Meal	**$**	

- Vendors may attach their own menu but pricing shall be on this attachment.
- There is no guarantee that one vendor will provide all three (3) meals per day. This will depend on Vendor availability and services required.
- The Vendor's price per meal shall be all inclusive.
- The City will pay based on the number of meals ordered.
- The City is not responsible for incidental charges incurred unless agreed to by a City Authorized Representative.

Attachment No. 3
Activation, Cancellation and Supplies

Activation Policy Lead time required to have meals ready to serve on City-Site or Vendors Facility		**City-Site**	**Vendors Facility**
Breakfast	Hours	_____	_____
Boxed Meal for delivery to City site and/or pick-up at Vendors facility	Hours	_____	_____
Dinner	Hours	_____	_____

Cancellation Requirements Advance notice required to cancel meal prior to service:		**City-Site**	**Vendors Facility**
Breakfast	Hours	_____	_____
Boxed Meal for delivery to City site or pick-up at Vendors facility	Hours	_____	_____
Dinner	Hours	_____	_____

What, if any, is the cost per meal of such cancellation?		**City-Site**	**Vendors Facility**
Breakfast	Amount Or Percent	_____ _____	_____ _____
Boxed Meal for delivery to City site or pick-up at Vendors facility	Amount Or Percent	_____ _____	_____ _____
Dinner	Amount Or Percent	_____ _____	_____ _____

Attachment No. 3 (cont.)
Activation, Cancellation and Supplies

Minimum and maximum number of meals, by meal, Vendor can supply					
Breakfast		Boxed Meal		Dinner	
Minimum	Maximum	Minimum	Maximum	Minimum	Maximum

Check all additional items that you can provide if requested. Attach a price list(s) if available			
(√)	**Description**	**Unit of Measure**	**Unit Price**
	Ice		
	Tables		
	Chairs		
	Lighting		
	Hand wash stations		
	Generators		
	Tents		
	Portable Air Conditioning for enclosed tents		
	Other:		

INSURANCE REQUIREMENTS
Emergency Dining Service for the City of Lakeland

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and	**$1,000,000**
Property Damage	**Single limit each occurrence**

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and	**$1,000,000**
Property Damage	**Single limit each occurrence**

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of $100,000 each accident, $500,000 disease policy limits, $100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.
Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Indemnification
Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

_____ to _____.
(Date) (Date)

(OR)

_____ Agreement is limited to Bid #, Purchase Order #, Requisition #_____, or Contract dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

_____
Name of Organization

BY: _____
Signature of Owner or Officer

_____
E-mail Address

STATE OF : _____ _____
Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019

by _____, of _____.
Printed Name of Owner / Officer **Corporate or Company Name**

He/She is personally known to me or has produced _____ as
State Driver's License Number

identification, and did _____ / did not _____ take an oath.

_____
Signature of Person Taking Acknowledgment

_____
Printed Name of Person Taking Acknowledgment

_____
Notary Seal

CITY OF LAKELAND

BY: _____ **DATE**_____
Joyce Dias, Director of Risk Management & Purchasing

Revised 2/13/2019

SPECIFICATION SAFETY REQUIREMENTS
(Revised September 2014)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictates. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

I. GENERAL

A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with county, city, or any other agency's rules and regulations regarding safety.

B. The City's safety personnel or any City supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event, shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All City safety policies and procedures will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Contractor and/or personnel. Such policies and procedures are available upon request. These safety regulations include, but are not limited to:

All persons on City property and in an area where the noise level exceeds 85db must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.

Where vehicular and/or pedestrian traffic is affected:

1. Maintenance of Traffic

   The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

2. Barricades and Lights

   All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.
   All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

   All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

   All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360-degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a “normal” travel status.

   All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT reflective vests.

3. Damage to Existing Property
The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

III. STORMWATER DRAINAGE AND SURFACE WATER PROTECTION

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-Stormwater discharges to the City's municipal separate Stormwater system (MS4) and/or surface water bodies, including: The Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the City of Lakeland Land Development Regulations, Article 6.

A. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the City.

IV. TRAINING DOCUMENTATION in support of **OSHA** requirements shall be provided upon request.

CITY OF Lakeland
RISK & PURCHASING

RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

NOTICE TO BIDDERS

REQUEST FOR CONTINUING SERVICES

EMERGENCY DINING SERVICE
For the
CITY OF LAKELAND

JULY 19, 2019

BID NO. 90003

Sealed submittals will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 from vendors interested in providing the services below. Award will be made to all responding vendors meeting specifications. This contract will remain in effect unless otherwise terminated. Selected vendors will remain on the list for that period.

Bid Documents may be requested by visiting our Website at http://www.lakelandgov.net/purchasing or by contacting the **City of Lakeland Purchasing Division @ (863) 834-6780. Bid Documents are Required for Bid Submittal. Any Bidder that Does Not Have a City of Lakeland Oracle iSupplier Number Should Visit the Above Website and Register as an Oracle Supplier.**

THE CITY OF LAKELAND IS REQUESTING CONTINUING SERVICES FROM QUALIFIED VENDORS TO ENTER INTO AN AGREEMENT TO PROVIDE A CATERING SERVICE OR A FACILITY CAPABLE OF PROVIDING NUTRITIOUS MEALS TO CITY EMPLOYEES AND EMERGENCY WORKERS AFTER AN EMERGENCY EVENT. CATERERS CAN PREPARE MEALS IN-HOUSE OR ON-SITE. SERVICES PERFORMED UNDER THE AGREEMENT MAY BE ACTIVATED PRIOR TO OR IMMEDIATELY AFTER AN EMERGENCY OR MAJOR DISASTER IN OUR AREA. THE CITY ANTICIPATES FEEDING A MINIMUM OF ONE HUNDRED (100) PEOPLE PER DAY BUT THIS COULD INCREASE TO ONE THOUSAND (1000) PEOPLE PER DAY DEPENDENT UPON THE EMERGENCY SITUATION. THE BIDS SUBMITTED AND THE RESULTING PURCHASE ORDER/CONTRACT, IF ISSUED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR CONTINUING SERVICE, THE ATTACHED CITY OF LAKELAND SPECIFICATION, ALL CURRENT FEDERAL, STATE, AND LOCAL ORDINANCES, CODES AND REGULATIONS.

Questions regarding this invitation to bid should be **in writing** and should reference the above Bid number. Submit all questions to **Mrs. Tara Walls, CPPB, Senior Purchasing Agent,** via e-mail at **purch@lakelandgov.net** or fax **(863) 834-6777.**

CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, to the email address above. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City.

FLORIDA PUBLIC RECORDS LAW

Bidder's submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

PUBLIC ENTITY CRIMES

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 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or Surety company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and **prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements.** This insurance shall remain in force and effect throughout the duration of the contract.

A **certificate of existing insurance** coverage should be submitted with the bid as proof of insurability. If the current coverage does not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The contractor agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the bid submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the bid requirements.

ADDENDA

It is the Respondent's responsibility to contact the Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Respondent to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

TERMS AND CONDITIONS OF AGREEMENT

A sample of an agreement to be entered into with the successful bidder is included with this bid, should the City require such.

BID SUBMITTAL

An original and two (2) copy (collated in sets) of the bid form supplied by the City of Lakeland and all required bid submittal data shall be enclosed within a sealed envelope with the words, **"Sealed Submittal No. 90003 – Emergency Dining Service"** and the Bidder's name and address clearly shown on the outside thereof. **Submittals received with less than three (3) total copies or not submitted on the City of Lakeland Bid Sheets may be disqualified as non-responsive.**

The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) Bidder. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. **There is no obligation to buy**. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed $10,000 of the bid price.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

BID SHEET:

EMERGENCY DINING SERVICE
For the
CITY OF LAKELAND

JULY 19, 2019

BID NO. 90003

Company Name Pivot Culinary Management

Company Address 1000 E Shea Blvd.

City Scottsdale **State** AZ **Zip** 85254

Telephone (480) 470 8748 **Fax** (____) _____

E-Mail Address info@pivotculinary.com

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 90003, dated July 19, 2019 and all attachments as referenced therein.**

A. List Local Contact Person for Inquiries Regarding this Bid:

Name	Address	Telephone No.
Grayson Wilcox	2125 N Lake Ave Lakeland, 33805	480-725-5808

B. As a Responsive Bidder I have Attached All Required Data as Requested in the Specification:

City of Lakeland & Vendor Authorized Personnel (Attachment 1)	X **Yes**	_____ **No**
Sample Menu and Pricing per Meal (Attachment 2)	X **Yes**	_____ **No**
Activation, Cancellation, and Supplies (Attachment 3)	X **Yes**	_____ **No**
Proof of Insurance	X **Yes**	_____ **No**
Indemnification Agreement	X **Yes**	_____ **No**

Note: If "No" is checked please explain below. Failure to comply with specification requirements may be cause for bid disqualification.

_____

_____

_____

_____

Bid Sheet continued on next page:

BID SHEET CONTINUED:

EMERGENCY DINING SERVICE
For the
CITY OF LAKELAND

JULY 19, 2019

BID NO. 90003

Terms of Payment Offered _____

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including but not limited to; Bidders experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) Bidder. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. **There is no obligation to buy.** The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed $10,000 of the bid price."

Pivot Culinary Management
Company Name

Authorized Signature

6/2/23
Date Signed

Grayson Wilcox
Name of Contact for Questions
(Please Print or Type)

480 725 5808
Telephone No. of Contact

Specification No. EOP1501
Emergency Dining For the
City of Lakeland

PURPOSE/OVERVIEW

The City of Lakeland is requesting proposals from qualified Vendors to enter into an agreement to provide a catering service or facility capable of providing nutritious meals to City employees and emergency workers after an emergency event. Caterers can prepare meals in-house or on-site. Services performed under the Agreement may be activated prior to or immediately after an emergency or major disaster in our area.

The City anticipates feeding a minimum of 100 people / day but this could increase to 1,000 people / day dependent upon the emergency situation.

VENDORS RESPONSIBILITY:

1. The Vendor shall not permit any firearms, alcoholic beverages or illegal drugs on City property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from City property and shall not be allowed to return.
2. The Vendor shall assume full responsibility for its employees' conduct while on City property.
3. The Vendor shall provide qualified personnel to perform all Work as defined in this specification.
4. The Vendor shall keep an authorized representative at the staging area and or a contact representative at their main facility who shall be authorized to act upon notices, directions, and instructions from the City.
5. The Vendor shall immediately remove from the job any person considered by the City to be dishonest, incompetent, disposed to be disorderly, or for any reason unsatisfactory or undesirable to the City and such person shall not again be re-employed on the premises without the consent of the City.
6. The Vendor shall provide its own safety equipment.
7. The Vendor shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA.
8. The Vendor shall provide temporary lighting, electrical connectors, extension cords, etc., as needed. Vendor shall supply self-generating units as needed.
9. The Vendor's vehicles, brought on site, must be clearly marked with the Vendor's business logo or other identifying mark so the City may determine who an unattended vehicle belongs to.
10. All meals shall be prepared under national, state and local health safety and sanitary conditions.
11. The Vendor shall comply with Federal, State and Local guidelines governing health and food service sanitation.
12. The Vendor shall provide new/sanitized containers and utensils for all meals.
13. The Vendor is responsible for restocking their supplies.
14. The Vendor shall remove refuse and waste material created by the operation after each meal. Upon request Vendor shall provide their plan for handling gray water, cooking oils and other by-products.
15. The Vendor shall not serve leftovers.
16. The Vendor shall provide emergency contact phone numbers that will allow twenty-four (24) hour, seven (7) day a week contact. **Complete Attachment #1 City of Lakeland & Vendor Authorized Personnel.**
17. Proof of above requirements shall be provided upon request.

CITY'S RESPONSIBILITY:

1. Provide a secure site for set up and operation.
2. Provide a dumpster at the site.
3. Provide security, if needed.

4. Provide an estimated daily count for all meals.
5. Provide twenty-four (24) hour notice to shut down operations.
6. Provide electricity, if available.
7. If the City needs to cancel services due to a possible Hurricane changing course or not creating the damage anticipated, notification will be given as soon as possible.
8. The City will assign one or more Authorized Representatives for an emergency event. All questions shall be directed to these individuals.

MEALS

1. Vendors shall provide a menu that includes foods that are visually appealing, appetizing and nutritionally sound. **Complete Attachment #2 Sample Menu and Pricing Per Meal.**
2. All meals shall include the USDA recommended servings of protein, grains, fruits and vegetables.
3. Meals shall be 1½ times that of a typical portion size.
4. Consideration should be given to providing a variety of foods to ensure a choice for special dietary needs upon request (i.e. vegetarian, diabetic).
5. Meals to be served include breakfast, lunch and dinner. Hot meals should be included.
6. Boxed Meals should be entrées such as a sandwich/wrap and accompaniments.
7. Boxed Meals shall be prepared no more than twelve (12/24) hours prior to serving/delivery.

ACTIVATION

In the event of an emergency, a City Authorized Representative (Attachment #1) will contact Vendor with as much lead time as possible to request meal orders. Depending on the emergency event, every effort will be made to provide a twenty-four (24) to forty-eight (48) hour prior activation notice. A City Authorized Representative will provide Vendor with an estimated number of meals, times, days and location for set-up, delivery or pick-up. Vendor(s) shall accept or reject meal order(s) no later than one (1) hour of receipt of notice. The Vendor shall be operational and capable of fulfilling meal orders at their facility or at the designated staging site within twenty-four (24) hours of notice. **Complete Attachment # 3 Activation, Cancellation & Supplies.**

FINANCIAL

1. The caterer's price per meal **shall** be all inclusive, including but not limited to: labor, room set-up, delivery, clean-up, tableware, service charges, "Boxed Meal" packaging and utensils, condiments, etc.
2. The City will pay based on the number of meals ordered.
3. The City is not responsible for incidental charges incurred unless agreed to by Authorized City Personnel
4. City will pay for all meals – individuals will not be responsible for payment
5. The City is exempt from paying taxes. A tax-exempt certificate will be provided.
6. Vendor will submit a dated invoice with a unique invoice # within 30 days of service for payment to:

City of Lakeland
Attn: Accounts Payable for LE Logistics
228 S. Massachusetts Ave
Lakeland, FL 33801

The City reserves the right to accept all or part, or to decline the whole and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be, in the judgment of the City, the most responsive to the City's needs.

Attachment No. 1
City of Lakeland & Vendor Authorized Personnel

City Authorized Representatives contact information

Name	Email Address	Office Phone	Fax Number
Carl Baker	carl.baker@Lakelandelectric.com	863-834-6557	863-834-6560
Carole Cox	carole.cox@lakelandelectric.com	863-834-6523	863-834-6545
Wendy Valentine	wendy.valentine@lakelandelectric.com	863-834-6433	863-834-6560

Vendor Authorized Representatives contact information

Name	Email Address	Office	Cell Phone
Grayson W. Wilcox	grayson@pivotculinary.com		480 125 5808
Kara Castillo	kara@pivotculinary.com		480 878 7859

Attachment No. 2
Sample Menus & Pricing Per Meal

Breakfast Menu	City-Site	Vendor Facility
Juice, coffee, tea, water, power drink, milk, etc.		
Fruit (Whole or sliced)		
Assortment of pastries, energy bars, muffins, etc.		
Potatoes, grits, biscuits, gravy		
Scrambled eggs, boiled eggs, etc.		
Bacon, Sausage, etc.		
Assortment of cereals		
Total Cost Per Meal	**$**	$28.00

Boxed Meal	City-Site	Vendor Facility
Bottled Beverage; water, power drink, etc.		
Deli salad		
Sub's/Wraps (chicken, ham, turkey, beef, pork, etc.) condiments.		
Chips, Popcorn, snack bar, protein bar, etc.		
Fruit (whole)		
Dessert item, cookies, etc.		
"To-Go" packaging – plastic ware, napkin, etc.		
Total Cost Per Meal	**$**	$ 30.00

Dinner Menu	City-Site	Vendor Facility
Coffee, tea, water, power drink, milk, etc.		
Bread & Butter		
Garden Salad with dressing, Soup, coleslaw, citrus salad, etc.		
Hearty items such as meatloaf, meat lasagna, pasta & meatballs, beef, baked chicken, pork loin, etc.		
1 Starch; potatoes, rice		
Two Vegetables		
Desert; fruit cobbler, cookies, brownies, cake, etc.		
Total Cost Per Meal	**$**	$32.00

- Vendors may attach their own menu but pricing shall be on this attachment.
- There is no guarantee that one vendor will provide all three (3) meals per day. This will depend on Vendor availability and services required.
- The Vendor's price per meal shall be all inclusive.
- The City will pay based on the number of meals ordered.
- The City is not responsible for incidental charges incurred unless agreed to by a City Authorized Representative.

Attachment No. 3
Activation, Cancellation and Supplies

Activation Policy Lead time required to have meals ready to serve on City-Site or Vendors Facility		**City-Site**	**Vendors Facility**
Breakfast	Hours	_____	48 hours
Boxed Meal for delivery to City site and/or pick-up at Vendors facility	Hours	_____	48 hours
Dinner	Hours	_____	48 hours

Cancellation Requirements Advance notice required to cancel meal prior to service:		**City-Site**	**Vendors Facility**
Breakfast	Hours	_____	48 hours
Boxed Meal for delivery to City site or pick-up at Vendors facility	Hours	_____	48 hours
Dinner	Hours	_____	48 hours
What, if any, is the cost per meal of such cancellation?		**City-Site**	**Vendors Facility**
Breakfast	Amount Or Percent	_____ _____	_____ _____
Boxed Meal for delivery to City site or pick-up at Vendors facility	Amount Or Percent	_____ _____	_____ _____
Dinner	Amount Or Percent	_____ _____	_____ _____

Attachment No. 3 (cont.)
Activation, Cancellation and Supplies

Minimum and maximum number of meals, by meal, Vendor can supply					
Breakfast		Boxed Meal		Dinner	
Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
10	500	10	500	20	500

Check all additional items that you can provide if requested. Attach a price list(s) if available			
(√)	**Description**	**Unit of Measure**	**Unit Price**
	Ice		
	Tables		
	Chairs		
	Lighting		
	Hand wash stations		
	Generators		
	Tents		
	Portable Air Conditioning for enclosed tents		
	Other:		

INSURANCE REQUIREMENTS
Emergency Dining Service for the City of Lakeland

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and	**$1,000,000**
Property Damage	**Single limit each occurrence**

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and	**$1,000,000**
Property Damage	**Single limit each occurrence**

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of $100,000 each accident, $500,000 disease policy limits, $100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.
Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Indemnification
Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ **to** _____.
(Date) **(Date)**

(OR) X **Agreement is limited to Bid #, Purchase Order #, Requisition #_____, or Contract dated _____.**

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Pivot Culinary Management
Name of Organization

BY: _____
Signature of Owner or Officer

kara@Pivotculinary.com
E-mail Address

STATE OF : Arizona

310-294-7234
Organization Phone Number

COUNTY OF: Maricopa

The foregoing instrument was acknowledged before me this 2 day of June, 2019

by Kara Castillo, of Pivot Culinary Management, LLC
Printed Name of Owner / Officer **Corporate or Company Name**

He/She is personally known to me or has produced F1476051 as
State Driver's License Number

identification, and did X / did not _____ take an oath.

_____
Signature of Person Taking Acknowledgment

Kara Castillo
Printed Name of Person Taking Acknowledgment

LAUREN DAVIDSON
Notary Public - Arizona
Maricopa County
Commission # 637431
My Comm. Expires Oct 15, 2026

_____
Notary Seal

CITY OF LAKELAND

BY: _____ **DATE** _____
Joyce Dias, Director of Risk Management & Purchasing

Revised 2/13/2019

SPECIFICATION SAFETY REQUIREMENTS

(Revised September 2014)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictates. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

I. GENERAL

A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with county, city, or any other agency's rules and regulations regarding safety.

B. The City's safety personnel or any City supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event, shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All City safety policies and procedures will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Contractor and/or personnel. Such policies and procedures are available upon request. These safety regulations include, but are not limited to:

All persons on City property and in an area where the noise level exceeds 85db must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.

Where vehicular and/or pedestrian traffic is affected:

1. Maintenance of Traffic

   The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

2. Barricades and Lights

   All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.
   All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

   All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

   All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360-degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

   All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT reflective vests.

3. Damage to Existing Property
The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

III. STORMWATER DRAINAGE AND SURFACE WATER PROTECTION

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-Stormwater discharges to the City's municipal separate Stormwater system (MS4) and/or surface water bodies, including: The Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the City of Lakeland Land Development Regulations, Article 6.

A. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the City.

IV. TRAINING DOCUMENTATION in support of **OSHA** requirements shall be provided upon request.