

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: October 2, 2023

RE: **Agreement for the Purchase of Uniforms with Tyndale Enterprises, Inc.**

Attached hereto for your consideration is a proposed Agreement to purchase uniforms with Tyndale Enterprises, Inc. (Tyndale) for Energy Delivery Operations. In October 2019, the City entered into an annual purchase Agreement with Tyndale for uniforms for use by Lakeland Electric Energy Delivery Operations. The City provides various uniform specifications for Energy Delivery Operations' employees based on their respective job functions. Each year, all employees are granted an allowance to use in purchasing needed uniform items. For FY24, that allowance is \$1000 for all union employees and a lesser amount for non-union employees based on their job function.

Upon approval by the City Commission, the City will issue a Purchase Order to Tyndale for the FY24 uniform purchase, which will cover approximately 100 employees. This is the last year of the current 5-year Agreement with Tyndale, which expires September 30, 2024. The purchase will be governed by the terms and conditions set forth in City Bid No. 9295 and the City's Purchase Order. The total cost for this uniform purchase is \$82,580 and is included in Lakeland Electric's FY24 budget.

It is recommended that the City Commission approve this uniform purchase with Tyndale and authorize the appropriate City officials to execute all corresponding documents related to the purchase.

Attachments



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

NOTICE TO BIDDERS

INVITATION TO BID

ANNUAL PURCHASE OF UNIFORMS

For

LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

OCT 8, 2019

BID NO. 9295

Sealed bids will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 until 2:00 p.m. – Tuesday – October 22, 2019. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Bid Documents may be accessed 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 Submittal. Any Respondent 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 SEEKING COMPETITIVE BIDS FOR THE SUPPLY OF UNIFORMS FOR LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS. THE BID SUBMITTED AND THE PURCHASE ORDER, IF ISSUED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, CITY OF LAKELAND SPECIFICATIONS, ALL CODES, REGULATIONS, SPECIFICATIONS AND REQUIREMENTS REFERENCED THEREIN.

Note: This Annual Service Requirement, if placed, shall be firm and valid beginning October 1, 2019 through September 30, 2020 with an option for Four (4), One (1) Year Renewals upon mutual consent.

Questions regarding this invitation to bid should be **in writing** and should reference the above Bid number. Submit all questions to Ms. Linda Alspaugh, 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, no later than **October 15, 2019**. 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. **Additionally, submitting a signed bid shall be construed as a total compliance statement.** **Note:** Any use of brand names (manufacturer) in this invitation and specification is for Bidder convenience only and shall not limit this offering. Equal or better equipment and alternate bids may be given consideration.

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.

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a proposal the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Respondent and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification

needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal, then in evaluation, or any future proposal.

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 proposal as proof of insurability. If the current coverage does not meet the BID requirements, then the Respondent should request an affidavit of insurability from the Respondent'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.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a proposal in response to this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

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.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their proposal 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 proposal 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.

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 copy of the agreement to be entered into with the successful Respondent will be negotiated, should the City select a respondent.

ORACLE iSUPPLIER AND SOURCING

In addition to accepting 'hard copy' competitive sealed bids, bids and qualifications, the City of Lakeland uses Oracle's iSupplier and Sourcing to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, bids, and qualifications, issuing addenda, posting results and issuing notification of an intended decision. Bidders are strongly encouraged to familiarize themselves well in advance of their intention of submitting a proposal to ensure familiarity with the use of Oracle iSupplier and Sourcing. The City shall not be responsible for a Bidder's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Oracle iSupplier and Sourcing.

It is the sole responsibility of the Bidder to ensure that their response is submitted electronically through Oracle Sourcing, and hard copies reach the Purchasing Manager, City of Lakeland, Florida, 1140 E. Parker St., Lakeland, Florida 33801, no later than the time and date specified in this solicitation.

BID SUBMITTAL

An original and three (3) copies (collated in sets) of the bid form supplied by the City of Lakeland and all required bid submittal data including any Respondent generated specifications, drawings, etc., shall be enclosed within a sealed envelope with the words, "**Sealed Bid No. 9295 – Annual Purchase of Uniforms for Lakeland Electric**" and the Respondent's name and address clearly shown on the outside thereof. **Submittals received with less than the above mentioned or not submitted on the City of Lakeland Bid Sheets may be disqualified as non-responsive.**

Mailed bids must be received in the office of the Purchasing Manager not later than the time set forth for bid opening. The City of Lakeland, Florida will not be responsible for any lost or late arriving bids sent via the U.S. Postal Service or other delivery services.

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 proposal which is in the best interest of the City. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent'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) or more Respondents. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. 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 proposal price.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

BID SHEET:

ANNUAL PURCHASE OF UNIFORMS

For

LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

OCTOBER 8, 2019

BID NO. 9295

THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING

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. 9295, dated October 8, 2019, and all attachments as referenced therein:**

This Bid shall be **F.O.B. Delivered with Full Freight Allowed** and a **Total Firm Price** for all of the work outlined in the attached specifications.

A. Bid Pricing for Purchase and Delivery of Uniforms for Lakeland Electric Energy Delivery Operations in Complete Accordance with the attached specification:

SEE ATTACHMENT 1 - PRICING OUTLINE

B. Discount to be applied to items that are not specifically included in this bid: _____ Percent (%) off the manufacturer's list price.

C. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area where Technical Expertise is Available.

Name

Address

Telephone

BID SHEET CONTINUED:
ANNUAL PURCHASE OF UNIFORMS

For

LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

OCTOBER 8, 2019

BID NO. 9295

- D. Please List a Minimum of Three (3) Projects that Your Company Has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.**

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- E. Schedule:**

Orders can be delivered in _____ calendar day(s) after receipt of Purchase Order.

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.

BID SHEET CONTINUED:

ANNUAL PURCHASE OF UNIFORMS

For

LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

OCTOBER 8, 2019

BID NO. 9295

“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 without limitation; Bidder’s 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) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City’s needs. 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. Any bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list.”

Company Name

Authorized Signature

Date Signed

**Name of Contact for Questions
(Please Print or Type)**

Telephone No. of Contact

Specification No. ED-190815

For

Uniforms

Prepared by:

Energy Delivery
Department of Electric Utilities
City of Lakeland, FL

Log of Revisions

<u>Rev No.</u>	<u>Description of Change</u>	<u>Date</u>	<u>Approved By</u>
0 (Current Rev)	Initial Draft	08/15/2019	
1	Substitutes for Tyndale	10/02/2019	



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SECTION 1 SCOPE OF SERVICE

1.1 Scope - Lakeland Electric Energy Delivery Operations is seeking qualified vendors to supply uniforms for its employees. The following standards apply:

1.2 Items:

- Complete list of uniform items required is contained in Attachment 1. Items quoted are to be brand and item specific – no substitutions except for Tyndale product. All sizes are to be available.
- All shirts are to include the Lakeland Electric Logo; flag logo is optional.
- All items provided must be NEW and UNUSED.
- Lakeland reserves the right to add items to the selection list throughout the contract period.

1.3 Bid Pricing:

- Prices to be listed as total price with logo price included; optional flag logo can be priced separately.
- Bid prices shall include all costs associated with completion of contract requirements – including shipping. Invoices including charges other than those identified in this bid package are unacceptable and will not be paid.
- Bid prices are to be effective through September 2020 or beyond. Vendor is to provide proposed price strategy for follow on years of the contract.

1.4 Ordering and Shipping:

- An online database is required where each employee can log in individually to view online catalog and order their items. Lakeland Electric administrator must have the ability to log in to view orders, employees and other account information.
- The City reserves the right to order as few as one (1) garment per order.
- Pricing is to include shipping and handling.
- No restock fee. Embroidered items that are returned will be purchased at the end of each FY to be placed in Lakeland Electric inventory) Any items exchanged should be done at no charge.
- Provide standard backorder time frame for each manufacturer listed.

- Deliveries must be completed within thirty (30) calendar days after receipt of order. Deliveries shall be made complete. Approval for delivery of partial or incomplete orders must be obtained prior to delivery from the individual who placed order. Partial deliveries without approval may not be accepted and any charges incurred shall be the responsibility of the vendor. (Exceptions to maximum thirty (30) day delivery time may be granted for long lead time items by the individual who placed the order, provided the successful bidder contacts the City department within seven calendar days after order is placed).

1.5 Anticipated Schedule

Contract is expected to begin in October 2019.

Contract period is to be three years with two additional one-year options upon mutual written consent.

1.6 Plant Point(s) of Contact Information

After award, Contractors shall direct all correspondence during this Project to the following point(s) of contact:

Dwayne Goostree
Lakeland Electric – Energy Delivery
1140 East Parker St
Lakeland, FL 33801
Office (863) 834-6748
dwayne.goostree@lakelandelectric.com

AND

Autumn Whitson
Lakeland Electric – Energy Delivery
1140 East Parker St
Lakeland, FL 33801
Office (863) 834-6759
autumn.whitson@lakelandelectric.com

SECTION 2 ITEM REQUIREMENTS

- 2.1 The items required by Lakeland Electric are specified in Attachment 1.
- 2.2 No substitutions will be accepted, except upon written approval by the Owner. The only exception is for specified **Tyndale** product which can be substituted for comparable items. When substituting for Tyndale product, specify manufacturer and item number for each comparable substitute. A sample of all substitutions must be provided with this Bid response.

SECTION 3 BID PREPARATION

3.1 Bidder's Qualifications

An award for Work will be made only to a responsive, responsible Bidder, in a financial position and with the organizational ability to supply the items needed in the manner requested. The Bidder shall submit adequate evidence of their ability to fulfill contracts such as the one being bid. Specific qualification requirements are noted in paragraph 6.2.2.

3.2 Bid Instructions

3.2.1 The bid may not be given full consideration unless it is firm and includes all of the information requested in this Specification, and on the Owner's Invitation to Bid. A satisfactory explanation must be given for not complying with the bid instructions. Failure to provide all applicable information, or to submit bid by due date, may be cause for disqualification as non-responsive.

3.2.2 To allow the Owner the opportunity to properly evaluate the Bids, and in order to become the successful bidder, Bidders must be able to provide a proven ability to perform the type of work described herein. Bidders should include at the time of bid submittal, a minimum of:

- a. A list of a minimum of three (3) jobs that the Bidder has performed within the past three (3) years of a similar scope, magnitude and complexity as the type of work described here. The list should include the name of the entity, name and phone number of a responsible individual qualified to respond to questions concerning the Bidder's abilities, costs, schedules, etc. Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the Work.
- b. Bidders are requested to show earliest possible delivery date, expressed in calendar days, after receipt of an order.

3.3 Bid Addenda

The Owner may, during the bidding period, advise all Bidders by Addenda of additions, deletions, or alterations in the specifications. All Addenda shall be acknowledged in the bids. The Addenda shall become a part of the Specification as if originally included therein.

3.4 ~~Pre Bid Conference~~

~~A mandatory Pre-bid conference will be held for all Bidders as noted in the invitation to bid. At that time, the Bidder should become familiar with requirements of the bid. **Only those qualified contractors in attendance at the Pre-Bid conference will be allowed to bid.**~~

3.5 Placement of Order

In the event an order results from the bid, it shall be placed with the office of the company which services the Lakeland, Florida area and will be expected and required from the nearest service and/or sales office, and all operating difficulties that arise shall be handled locally by the Vendor. The bid should state the name and address of the branch office serving the Lakeland area.

3.6 Post-Bid Requirements

The successful Bidder shall submit all required documents to the Owner within ten (10) days of the notification that Bidder was successful.

3.7 Acceptance of Bid

The right is reserved by the Owner to reject any or all bids. The Owner does not obligate itself to accept the lowest cost or any other bid. The Owner reserves the right to award all of the Work to a single Bidder or may award portions of the Work to more than one Bidder.

SECTION 4 GENERAL PROVISIONS

4.1 Form of Agreement

- 4.1.1 At the Owner's option, the Agreement may be a Purchase Order issued by the Owner in acceptance of Contractor's bid, or the Agreement may be a Contract signed by an authorized person employed by the successful bidder and by the representative of the City authorized by the Lakeland City Commission. The words "Contract" and "Purchase Order" are used interchangeably herein.
- 4.1.2 Any valid exceptions to the Owner's Specification stated in the bid will be considered and if acceptable to the Owner, adjustment will be made to final specification and/or in the Purchase Order or Contract.

4.2 Payment

- 4.2.1 Payment of the total invoice amount for all services will be due within forty-five (45) days after receipt of the invoice. If payment is not received within that period, a penalty for late payment of one percent (1%) in accordance with Florida Statute §218.74 et. seq., the Local Government Prompt Payment Act will be added to the total invoice amount, and you agree to pay such penalty.

4.3 Invoices

- 4.3.1 The Contractor shall submit an invoice to the Owner each time a payment falls due. All invoices shall be sent to Lakeland Electric Finance at:

City of Lakeland Finance
Accounts Payable, Mail Code: CH-AP
228 S. Massachusetts Avenue
Lakeland, FL 33801
OR
e-mail: cityhallap@lakelandgov.net

An additional copy of the invoice shall also be delivered to:

Dwayne Goostree
Lakeland Electric – Energy Delivery
1140 East Parker St
Lakeland, FL 33801
Office (863) 834-6748
dwayne.goostree@lakelandelectric.com

AND

Autumn Whitson
Lakeland Electric – Energy Delivery
1140 East Parker St
Lakeland, FL 33801
Office (863) 834-6759
autumn.whitson@lakelandelectric.com

- 4.3.2 Owner may withhold payment if the Contractor is in violation of any terms and conditions of the Contract Documents.
- 4.3.3 Payments due under this Agreement shall be made by check and mailed to the address or Post Office Box identified in the remittance instructions on the most recent invoice within forty-five (45) days upon City's receipt of invoice. If payment is not received within that period, a penalty for late payment of one percent (1%) in accordance with Florida Statute §218.74 et. seq., the Local Government Prompt Payment Act.

4.4 Substitutions

- 4.4.1 No substitutions will be accepted, except upon written approval by the Owner. The only exception is for specified **Tyndale** product which can be substituted for comparable items. When substituting for Tyndale product, specify manufacturer and item number for each comparable substitute. A sample of all substitutions must be provided with this Bid response.
- 4.4.2 The Contractor shall submit all other requests for approval of substitutions in writing, stating the reason for the request and attaching technical evidence of the equivalency of the proposed substitute.

4.5 Guarantees

The Contractor guarantees that all workmanship, materials or equipment or any components thereof which fail, within a minimum of one year after acceptance by the Owner shall be replaced by the Contractor without further cost to the Owner.

4.6 Assignment

Neither party shall assign any of its rights, obligations, or duties under the terms and conditions of this Specification or any ensuing Agreement without the express written consent of the other party.

4.7 License, Insurance, and Indemnification

The Contractor will obtain and maintain, at its own expense, all licenses and insurance to comply with all City, County, State and Federal requirements, including the Insurance Requirements set forth in *Insurance Requirements* attachment. In addition, Contractor agrees to indemnify and hold harmless the CITY in accordance with the requirements set forth in Attachments section, attached hereto and incorporated herein this Agreement.

4.8 Default

Each of the following shall constitute a default under this Agreement: (a) Contractor is adjudged to be bankrupt; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any of the terms, conditions or provisions of this Agreement; or (d) Contractor's experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement. If, during the term of this Agreement, Contractor shall be in default of this Agreement, Owner may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until Owner gives written notice of default to Contractor with at least (10) days to cure such default. If Contractor fails to correct such delinquency or default, Owner may terminate this Agreement and pursue such remedies as may be available at law or in equity. Contractor shall be paid compensation for services satisfactorily performed and completed as of the date of termination. Owner shall not be liable for partially completed Work. In addition to the remedies available hereunder, the Owner shall have the right of offset from sums or payments otherwise due the Contractor, any sums or amounts which the Contractor may owe to the Owner pursuant to the provisions of this Agreement and seek such remedy as may be available, including, but not limited to satisfaction of the performance bond. It is not the intention of this paragraph to limit or prevent delay damages or other damages that may occur.

4.9 Termination for Convenience

Notwithstanding any other provision of this Agreement, Owner may, upon prior written notice to Contractor, terminate this Agreement with or without cause. In the event of such termination, Owner shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.

4.10 Delay

4.11 Force Majeure

Neither party shall be liable to the other party for failure to perform or for the delay in performance of the Contract when said failure or delay is due to any cause beyond a party's reasonable control, including, but not limited to, fire, flood, strike or other labor difficulty, acts of any governmental authority, riot, terrorism, embargo, unavailability of railcars, wrecks or delay in transportation, provided that, as a condition to the claim of force majeure, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Inclement and severe weather which is typical within central Florida through the period the Work is anticipated shall not entitle a party to claim relief by force majeure or for delay damages.

4.12 Claims and Contract Clarification

- 4.12.1 All claims of Contractor, all questions concerning interpretation or clarification of the Contract or the acceptable fulfillment of the Contract on the part of Contractor, and all questions as to compensation and to extension of time shall be submitted, in writing, to Owner for determination.
- 4.12.2 A claim by Contractor must be made within 15 calendar days of Contractor's learning of the cause for the claim. The claim must be submitted to Owner with as much supporting detail as can be reasonably developed at the time the claim is made. Owner may grant additional time to develop additional detail to the extent Owner requires. Owner will determine the outcome of Contractor's claim. At all times Contractor shall proceed with the Work in accordance with the determinations, instructions, and clarifications of Owner while Owner is determining the outcome of Contractor's claim.
- 4.12.3 If any requirement of the Contract is unclear to Contractor, Contractor shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any cost and expenses arising from its failure to do so.
- 4.12.4 Nothing set forth above shall impair Owner's rights and remedies to enforce Contractor's obligations under the Contract.

4.13 Jurisdiction, Venue, and Governing Law

Jurisdiction and Venue shall be in 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 Specification, bid, proposal, contract, documents or instrument delivered pursuant to, in connection with, or simultaneously with this bid/proposal/specification or breach of any contract entered into

with the City. This Agreement shall be governed by the laws of the State of Florida without regard to such state's choice of law provisions, if any, which may dictate that the law of another jurisdiction shall apply.

4.14 Notice

- 4.14.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For Owner:

City of Lakeland/Department of Electric Utilities
Attention: Contract Services
501 E. Lemon Street, LE-Contracts
Lakeland, FL 33801-5050
Phone: (863) 834-6588
Fax: (863) 834-8187
E-mail: Contracts@lakelandelectric.com

For Contractor: Contractor shall provide information within ten (10) days of notice of award.

- 4.14.2 Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

4.15 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.

Attachment 1 – Pricing Outline

New Uniform Contract Items - FR				
Manufacturer	Item Number	Description	FR / Non-FR	Unit Price
Ariat	J23BY	ARIAT LOWRISE BOOT CUT M4 JEAN	FR	
Bulwark	J400B	BULWARK FRC CONTRACTOR OVERALL	FR	
Carhartt	J640C	CARHARTT QUILT-LINED DUCK BOMBER JACKET	FR	
Carhartt	J020C	CARHARTT FORCE LONG SLEEVE T-SHIRT	FR	
Dragonwear	N996Y	DRAGONWEAR DOUBLE-SHOT HAT	FR	
Drifire	M038Y	DRIFIRE HI-VIS PULLOVER	FR	
LapCo	FRT-HJE	7oz. FR Henley Tees 100% Cotton Jersey Knit	FR	
LapCo	P-INDM10U	LapCo 10oz. FR Utility Jeans 100% Cotton	FR	
LapCo	GOSAC7	LapCo 7oz. FR Uniform Shirts made with UltraSoft AC	FR	
LapCo	FRT-HJE	7oz. FR Hi-Viz Henley Shirts Inherent Blend Class 3	FR	
LapCo	P-INDM10	LapCo 10oz. FR Modern Jeans 100% Cotton	FR	
LapCo	P-BWCJ85	LapCo 8.5oz. FR Canvas Jeans made with UltraSoft	FR	
LapCo	J188Y	LAPCO HI-VIS UNIFORM SHIRT	FR	
ML Kishigo	F727Y	ML KISHIGO HI-VIS BLACK SERIES HOODIE	FR	
NSA	F763Y	NSA WOMEN'S HI-VIS PULLOVER SWEATSHIRT WITH HOOD	FR	
NSA	F02DY	NSA WOMEN'S HI-VIS LONG SLEEVE T SHIRT	FR	
NSA	F797Y	NSA HI-VIS HOODED PULLOVER SWEATSHIRT	FR	
NSA	F775Y	NSA HI-VIS HOODED ZIP-FRONT SWEATSHIRT	FR	
Rangewear	M412R	Rangewear Lightweight FR Coverall	FR	
Rangewear	U403R	RANGEWEAR WOMEN'S UNLINED COVERALL	FR	
Riverside	109649	RIVERSIDE FR MEN'S ULTRASOFT SUMMER DUNGAREES	FR	
Tecgen	F169Y	TECGEN DRESS UNIFORM SHIRT	FR	
Wrangler		Men's Wrangler® 20X® FR Flame Resistant Boot Jean	FR	
Wrangler	J235Y	WRANGLER ORIGINAL FIT JEAN	FR	
Wrangler	J230Y	WRANGLER RELAXED FIT JEAN	FR	

Attachment 1 – Pricing Outline

New Uniform Contract Items – FR – Substitutes Authorized						
Manufacturer	Item Number	Description	FR / Non-FR	Substitute Manufacturer	Substitute Item Number	Unit Price
Tyndale	M956T	TYNDALE SINGLE PLY BALACLAVA	FR			
Tyndale	F293T	TYNDALE WOMEN'S BROKEN-IN RELAXED JEAN	FR			
Tyndale	K173T	TYNDALE BASIC CUTTON DOWN SHIRT – WOMEN'S	FR			
Tyndale	M750T	TYNDALE MICROFLEECE QUARTER ZIP SWEATSHIRT	FR			
Tyndale	M735T	TYNDALE MICROFLEECE FULL ZIP SWEATSHIRT	FR			
Tyndale	F724T	TYNDALE LINED ZIP-FRONT HOODED SWEATSHIRT	FR			
Tyndale	F700T	TYNDALE PULLOVER HOODED SWEATSHIRT	FR			
Tyndale	F720T	TYNDALE ZIP-FRONT HOODED SWEATSHIRT	FR			
Tyndale	K176T	TYNDALE BUTTON DOWN SHIRT	FR			
Tyndale	K669T	TYNDALE THREE SEASON ACTIVE JACKET	FR			
Tyndale	K675T	TYNDALE HEAVYWEIGHT ACTIVE JACKET	FR			
Tyndale	K690T	TYNDALE HEAVYWEIGHT VEST	FR			
Tyndale	K575T	TYNDALE HEAVYWEIGHT BIB OVERALL	FR			
Tyndale	K215T	TYNDALE UTILITY CARGO PANT	FR			
Tyndale	K290T	TYNDALE RELAXED FIT PANT	FR			
Tyndale	M295T	TYNDALE SUMMERWEIGHT CANVAS PANT	FR			
Tyndale	F290T	TYNDALE BROKEN-IN RELAXED JEAN	FR			

Attachment 1 – Pricing Outline

New Uniform Contract Items – Non-FR				
Manufacturer	Item Number	Description	FR / Non-FR	Unit Price
Bayside	C0BTX	Bayside Long Sleeve T-Shirt with Pocket	Non-FR	
Edward Chino	S2PAX	Edwards Chino Pant	Non-FR	
Gildan	C0CSZ	Gildan Ultra Cotton™ Pocket T-Shirt	Non-FR	
Levi	501	Levi 501 Regular Fit Jeans	Non-FR	
Levi	C2AUZ	Levi 505 Regular Fit	Non-FR	
Levi	C2ASZ	Levi 550 Relaxed Fit Jeans	Non-FR	
ML Kishigo	S7EAZ	ML Kishigo Hi-Vis Full Zip Hooded Sweatshirt	Non-FR	
ML Kishigo	S0DMZ	ML Kishigo Hi Vis Long Sleeve Shirt	Non-FR	
ML Kishigo	S0DJZ	ML Kishigo Hi-Vis Short Sleeve Shirt	Non-FR	
Nike	S0CXZ	Nike Dri-FIT Polo	Non-FR	
OGIO	S0RAZ	OGIO Short Sleeve Polo Shirt	Non-FR	
Red Kap	C2PEB	Red Kap Women's Flat Front Pant	Non-FR	
Red Kap	C2APB	Red Kap Wrinkle-Resistant Work Pant	Non-FR	
Red Kap	C1ALB	Red Kap Wrinkle-Resistant Cotton Work Shirt	Non-FR	
Sanmar	S0PUZ	Sanmar Tech Basic Dri-FIT Polo	Non-FR	
Tingley	S7ENZ	Tingley Job Sight™ Class 3 Pullover Hoodie	Non-FR	
Tri-Mountain	S1PBX	Tri-Mountain Short Sleeve Shirt	Non-FR	
Tri-Mountain	C1NJX	Tri-Mountain Button Down Shirt	Non-FR	
Tri-Mountain	C1NMX	Tri-Mountain Director Shirt	Non-FR	
Tri-Mountain	S1NAT	Tri-Mountain Professional Long Sleeve Button Down Shirt	Non-FR	
Tri-Mountain	S0BFX	Tri-Mountain Short Sleeve Performance Polo	Non-FR	
Tri-Mountain	C0AAT	Polo Shirt with Pocket	Non-FR	
VF	C2AYB	VF Jeans Cowboy Cut® Relaxed Fit Jean	Non-FR	
Wrangler	C2PFX	Wrangler Cowboy Cut® Boot Jean Rigid Regular Fit	Non-FR	
Wrangler	C1NWX	Wrangler Denim Work Shirt	Non-FR	

INSURANCE REQUIREMENTS

Uniforms for Energy Delivery Department of Lakeland Electric

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."

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 Property Damage	\$300,000 Single limit each occurrence
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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: _____
Joyce Dias, Director of Risk Management & Purchasing

DATE _____

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:

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

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2019, 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 _____ a _____ corporation, located at _____ hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for _____ services; and

WHEREAS, City solicited competitive bids/issued a Request for Proposal (RFP) for such services pursuant to (City of Lakeland Invitation to Bid No. _____ or RFP No. _____) (hereinafter ITB or RFP); and

WHEREAS, City awarded the (Bid/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 (ITB/RFP), 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 _____, as requested and more specifically outlined in the (ITB/RFP), this Agreement, the Scope of Services 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 (Invitation to Bid/RFP).

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of _____ (months/years) from _____ (the "Effective Date") and any extension thereof. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to ___ additional ___ period(s) beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

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 (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (ITB/RFP), 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/proposal), 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 (ITB/RFP) and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Appendix 1**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 2**.

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. 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.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "B"** 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 "C"**, 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 _____ services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland (Invitation to Bid/Request for Proposal) and all of its addenda and attachments, including **Exhibit "A"**, Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in

Exhibit "C"; and

- d Contractor's Bond(s), as required in Section ____ of the (ITB/RFP); and
- e. Contractor's (Bid/Proposal)

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:

Contractor: _____

As to City:

IN WITNESS WHEREOF, the parties herein have executed this Agreement for _____ services pursuant to (City Bid No./RFP No.) as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

H. William Mutz, Mayor

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Timothy J. McCausland, City Attorney

DRAFT