



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

## **NOTICE TO BIDDERS**

### **INVITATION TO BID**

### **ANNUAL PURCHASE OF UNIFORMS**

**For the**

### **LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

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. – Monday – July 29, 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 THE LAKELAND POLICE DEPARTMENT. THE ONLY MANUFACTURER THAT WILL BE EXCEPTED IS BLAUER. THE SPECIFIC BLAUER PRODUCTS ARE IDENTIFIED ON THE BID SHEET INCLUDED WITH THE INVITATION TO BID. NO MANUFACTURER SUBSTITUTIONS WILL BE ALLOWED. 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 Alsbaugh, Purchasing Agent**, via e-mail at **[purch@lakelandgov.net](mailto: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 **July 22, 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](mailto: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. 9210 – Annual Purchase of Uniforms for Lakeland Police Department**" 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 the**  
**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

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

**Company Name** Blue Line Innovations

**Company Address** 1101 Clare Avenue

**City** West Palm Beach **State** Florida **Zip** 33401

**Telephone** (561) 444-6660 **Fax** (      ) N/A

**E-Mail Address** Lea@goblueline.com

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 9210, dated July 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 the Lakeland Police Department in Complete Accordance with the attached specification:**

**SEE ATTACHED PRICING PAGE**

- B. Discount to be applied to items that are not specifically included in this bid: 20 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.**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Blue Line Innovations LLC	1101 Clare Avenue WPB FL 33401	561-444-6660

**BID SHEET CONTINUED:**  
**ANNUAL PURCHASE OF UNIFORMS**

**For the**  
**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

- 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.**

	<b><u>Company Name</u></b>	<b><u>Contact Person</u></b>	<b><u>Telephone Number</u></b>
1.	Tequesta Police Department	LT. Keith Smolen	772-263-3406
2.	Wauchula Police Department	Asst. Chief Matthew Whatley	863-245-9124
3.	Hendry County SO	Melissa Barrett	863-674-5628

- E. Schedule:**

Orders can be delivered in <sup>30 or sooner</sup> \_\_\_\_\_ calendar day(s) after receipt of Purchase Order.

**Terms of Payment Offered** Net 30

**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 the**

**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

**“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.”**

Blue Line Innovations LLC

Company Name

*Lea Winegardner*

Authorized Signature

Lea Winegardner

Name of Contact for Questions  
(Please Print or Type)

07/25/2019

Date Signed

561-797-7939

Telephone No. of Contact



Lakeland Police Department  
Uniform Bid Specification

**SCOPE**

The City of Lakeland is looking for a vendor to supply uniforms to the Lakeland Police Department. The only manufacturer that will be excepted is Blauer. The specific Blauer products are identified on the Bid Sheet included with the Invitation to Bid. No manufacturer substitutions will be allowed.

**SCHEDULE**

Time is the of the essence of this contract, and as such, the successful bidder shall deliver the orders within (30) calendar days after the order has been placed. Exceptions to this requirement will include non-standard sizes and products on back order from the manufacturer.

**PLACEMENT OF ORDERS**

Preference will be given to vendors that have an on-line ordering program.

**GUARANTEES**

The VENDOR guarantees that all merchandise delivered shall have complete guarantee of the manufacturer, and that the entire sizing made by the VENDOR shall be correct. VENDOR shall replace defective merchandise or miss sized merchandise upon notification by the Owner, and at no cost to the OWNER.

**TERM OF CONTRACT:**

This contract if placed shall be firm and valid through September 30, 2020 with the option for four (4) one-year renewals upon mutual consent.

Product #	Description	Shoulder Patches	Heat Press	Embroidery	Hemmed	Flex Badge	Cost	Cost w/Flex
8370	Blauer Armor Skin						\$59.99	
8372	Blauer S/S Polyester Street Shirt For Armor Skin	Yes					\$32.11	
8371	Blauer L/S Polyester Street Shirt For Armor Skin	Yes					\$35.20	
8675	Blauer S/S Poly Super Shirt	Yes					\$41.11	
8675-W	Blauer S/S Poly Super Shirt	Yes					\$41.11	
8670	Blauer L/S Poly Super Shirt	Yes					\$44.49	
8670-W	Blauer L/S Poly Super Shirt	Yes					\$44.49	
8610-Z	Blauer S/S ClassAct Shirt	Yes					\$33.79	
8610W-Z	Blauer S/S ClassAct Shirt	Yes					\$33.79	
8600-Z	Blauer L/S ClassAct Shirt	Yes					\$37.17	
8600W-Z	Blauer L/S ClassAct Shirt	Yes					\$37.17	
8657	Blauer 6 Pocket Trouser				Yes		\$45.90	
8657W	Blauer 6 Pocket Trouser				Yes		\$45.90	
8650	Blauer 4 Pocket ClassAct Trouser				Yes		\$36.00	
8650W	Blauer 4 Pocket ClassAct Trouser				Yes		\$36.00	
225	Blauer Fleece -Lined V-Neck Sweater	Yes					\$78.28	
4660	Blauer Soft Shell Duty Jacket	Yes	Yes			Yes	\$94.05	\$112.50
26990	Blauer Reversible 48" Rain Jacket		Yes				\$103.87	
26991	Blauer Reversible 31 1/2" Rain Jacket		Yes				\$96.17	
123	Blauer Snap on Hood for Rain Jacket						\$9.66	
8133	Blauer ColorBlock Performance Polo		Yes	Yes		Yes	\$49.56	\$68.01
8139	Blauer SSB Cool Performance Polo		Yes	Yes		Yes	\$29.00	\$47.45
8842	Blauer Bike Shorts						\$56.56	

\*\*\* Flex Badge - FLX736 \*\*\*

\*\*\* Needing a price with Flex Badge and a price with Embroidery Badge on Polo Shirts \*\*\*

## **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@LAKEFLANDGOV.NET](mailto:KEVIN.COOK@LAKEFLANDGOV.NET), ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKEFLAND, 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:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

ATTEST:

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Timothy J. McCausland, City Attorney

DRAFT

# **INSURANCE REQUIREMENTS**

## **Annual Uniform for LPD**

### **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  
Property Damage**

**\$300,000  
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 Statute 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.

## Hold Harmless/Indemnification

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Vendor 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, recklessness or intentional wrongful misconduct related to the product by the Vendor or any person or organization directly or indirectly employed by Vendor in furnishing the product 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 Vendor, any person or organization directly or indirectly employed by Vendor in furnishing the product 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 Vendor 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 or the Vendor. 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 Vendor 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.

10/1/2019 to 9/30/2024  
(Date) (Date)

**(OR)**

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

**Subrogation:** The Vendor agrees 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 Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance by the Vendor 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.

**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.

	Blue Line Innovations, LLC
	_____ Name of Organization
BY:	_____ Signature of Owner or Officer
	Cathie@goblueline.com
	_____ E-Mail Address
STATE OF : Florida	561-444-6660
COUNTY OF: Palm Beach	_____ Organization Phone Number

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by Catherine Nash \_\_\_\_\_, of Blue Line Innovations, LLC \_\_\_\_\_.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers 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

DATE \_\_\_\_\_  
Revised date: December 20, 2018

## **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 there over.

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.

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