

**CONTRACTOR AGREEMENT
(FOOD AND CATERING SERVICES FOR DISASTER RECOVERY)**

THIS AGREEMENT is made this _____, _____ between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Sandy James Productions, Inc., dba Croquet Grill** a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 700 Florida Mango Rd., West Palm Beach, FL 33406.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Proposals # 20-206 (hereinafter "RFP") for the Food and Catering Services for Disaster Recovery; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the RFP which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the RFP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in RFP and **Exhibit "B"**, which are the provisions required to be included in contracts

funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

2. SCOPE OF WORK

2.1 The Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide food and catering services for disaster recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of emergency.

2.2. The CONTRACTOR represents that it is experienced and proficient in all phases of providing food, catering and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and RFP shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied goods shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and

experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. GOODS

4.1 The CONTRACTOR shall provide all goods and services as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's proposal ("Food Service Fees"), which Food Service Fees are attached hereto as **Exhibit "C"**. The Food Service Fees shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the Food Service Fees, , the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Food Service Fees for the renewal term(s). The City Manager may approve changes in the Food Service Fees

based on the recommendation of the City's Electric Utility Director and Director of Leisure Services or their designees.

5.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with specifications in order for the CONTRACTOR to develop its proposal. Upon receipt of the CONTRACTOR's proposal, the CITY shall decide in its sole discretion whether to award the Purchase Order to the CONTRACTOR. In an event of declared disaster, the a Purchase Order may be awarded by the CITY's City Manager. If the Purchase Order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved Purchase order shall include (by reference) the proposal and/or specifications provided by the CITY to the CONTRACTOR.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE & PAYMENT

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the

CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent

by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit ("A")); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Food Service Fees (Exhibit "C"). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. OF TRIAL BY JURY

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Sandy James Productions, Inc., dba Croquet Grill
700 Florida Mango Rd.
West Palm Beach, FL 33406

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

254.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause,

existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, 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 in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, 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 the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660,

**DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE
HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. SURVIVABILITY

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

40. WORK FOR HIRE

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Food and Catering Services for Disaster Recovery on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Pam Triolo, Mayor

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: Sandy James Productions, Inc., dba Croquet Grill

[Corporate Seal]

By: _____
Print Name: James Bartle
Title: President / CEO

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of JUNE, 2020, by JAMES BARTLE, who was physically present, as PRESIDENT (title), of Sandy James Productions, Inc., dba Croquet Grill, a company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL Driver license as identification.

Notary Public



Yandy A. Mirabal
Notary Public
State of Florida

My Commission Expires 04/27/2022
Commission No. GG 199379

Print Name: YANDY A. MIRABAL
My commission expires: 04/27/2022

Exhibit A

RFP Scope of Services

The City of Lake Worth Beach is expecting that the CONTRACTOR provides Food and Catering Services for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of emergency.

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover food services needs in any major disaster scenario, the primary focus is to provide the support to personnel during the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY envisions the need for multiple contracts to carry out the food and catering services throughout the CITY. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary facilities, equipment, supplies and personnel, and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no

compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

The CITY'S goal is to have the CONTRACTOR fully operational on designated and approved site within 48 hours after the initial activation.

The CITY intends to award multiple food service & catering contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. Each CONTRACTOR awarded a food service contract will serve as a General Contractor for the purpose of food service operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTORS awarded Food Services contracts to advise them of the CITY's intent to activate the Contracts via Purchase Order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel, supplies and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR.

Specific purchase orders will be issued to select CONTRACTORS based on the best interest of the City.

CONTRACTOR may have included the list of additional services they are able to provide (i.e. laundry services or other) in their proposal. The City reserves the right to award those services as considered in the best interest of the City.

Scope of Requirement

Following specifications describe Food Services for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises.

The City expects that the CONTRACTOR provides the food services for approximately

650 people at designated facility and/or deliver to the City of Lake Worth Beach City Hall or other designated location within the City of Lake Worth Beach. The numbers of staff are approximate and may change dependent on the City requirements.

The meals required for responders are estimated at 350 people per meal serving period, up to four (4) meals per day (two (2) per twelve (12) hour shifts, or more on a daily basis during the months of June through November, or in the event of a natural disaster or other emergency related crises or, as designated by the City under this Agreement.

The CONTRACTOR shall also provide/deliver the same type meals individually packaged to the City of Lake Worth Beach City Hall or other locations within the City limits for approximately 300 Employees on daily basis.

The meals served and provided shall be hot breakfast, hot dinner and packed lunch with additional snacks.

Suggested minimum serving guideline:

Breakfast – Per serving guidelines

- 2 – dairy (eggs, milk, yogurt, cottage cheese, etc)
- 1 – meat (sausage, bacon, ham, turkey products)
- 2 – grain (bread, toast, muffin, English muffin, bagels, oatmeal, grits, etc)
- 1 – fruit (apple, orange, grapes, etc)

Lunch – Per serving guidelines

- 1 – meat (selection of deli meats, chicken, pork, beef) – 6 ounces per serving
- 2 – grains (bread, rolls, etc)
- 2 – vegetables (salad, broccoli, cauliflower, vegetable medley, corn, etc)
- 1 – fruit (fruit salad, fruit cups, seasonal fruits, etc)

Dinner – Per serving guidelines

- 1 – meat (chicken, pork, beef, fish) – 6oz per serving
- 2 – grains (bread, rolls, etc)
- 2 – vegetables (salad, broccoli, cauliflower, vegetable medley, corn, etc)
- 1 – fruit (fruit salad, fruit cups, seasonal fruits, etc)

CONTRACTOR shall provide the facility and furnish all staging of equipment, hot and cold food products, beverages on ice, utensils, disposable paper plates and cups, plastic bags for clean up, and personnel necessary for an efficient and sanitary catering and clean up service for first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel in the event of a natural disaster or other related crises.

CONTRACTOR shall purchase and prepare an adequate quantity of fresh food to serve meals to the total number of personnel as directed by the City of Lake Worth Beach Authorized Representative or designee. The City's representative or designee reserves the right to issue rules and regulations governing the general provision of services as to maintain consistency of kind and quality of food and beverage services.

CONTRACTOR shall set up dining facility that will be in the Lake Worth Beach Utility

servicing area (as provided in RFP) with adequate parking spaces and easy accessible. The CONTRACTOR shall provide facilities that are fully self-contained (including generators, food preparation, staffing, food preservation facilities, fuel, water, garbage removal, etc) without requirements for the assistance. The CONTRACTOR may use permanent or portable type facilities as long as they meet the location requirements and can provide the suitable and accessible facility.

CONTRACTOR must provide all phases of service in compliance with Federal, State, and Local guidelines governing health and food service sanitation. CONTRACTOR shall plan weekly menus equal to or better than examples in RFP. Substitutions or variations shall be submitted to the Emergency Management Coordinator or designee for approval. Food substitutes for Special Dietary Meals as needed shall be coordinated and communicated to the CONTRACTOR through the Emergency Management Coordinator in advance of the scheduled serving.

CONTRACTOR shall be operational and ready to serve meals within 48 hours of activation notice from the Emergency Management Coordinator or designee.

CONTRACTOR shall only utilize food products that are fresh, wholesome, of good odor and taste, and processed under sanitary conditions as required by food service industry standards.

CONTRACTOR shall have the option to prepare all meals offsite or at site(s) as required or as deemed necessary. The CONTRACTOR is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Thermal type containers, Chafing Dishes, or Steam Tables for meals that will be served on-site and provide disposable containers for meals that are picked up by individuals going out into the field. The delivered meals shall be individually packaged to preserve the freshness and to provide the full meal as per the guidelines.

All methods of serving the meals must be acceptable by the food service industry. Meals served must include utensils, napkins, salt/pepper, and condiments appropriate to the meal. If applicable and required, the Emergency Management Coordinator may provide meal runners to pick up meals from the CONTRACTORS's location for some areas of the City's operations. CONTRACTOR shall be required to deliver meals to the City Hall location if requested by the Emergency Management Coordinator. CONTRACTOR must serve all food at the proper temperatures and with proper freshness.

CONTRACTOR must store all food and food products at a safe temperature and must handle leftover food/food products in a safe and acceptable way by food service practice.

Food services shall be available 24 hours a day with serving times as follows:

- Breakfast: 5:00 AM until 8:00 AM
- Lunch: 11:00 AM until 1:00 PM
- Dinner: 5:00 PM until 8:00 PM
- Midnight shift "Lunch": 11 pm – 1am (this will be a much smaller shift)
- Coffee and snacks: 24 hrs./day, 7 days/week

CONTRACTOR shall provide measured serving portions to support operations of

personnel working long hours and in extreme weather conditions.

CONTRACTOR shall not serve leftovers from other functions they may cater during off duty hours, or leftovers from the previous day menu. CONTRACTOR is responsible for the purchasing and receiving of all food, merchandise, supplies and food equipment at the designated serving locations.

CONTRACTOR shall also be responsible for providing any power & water appropriate to its onsite food preparation equipment. CONTRACTOR is responsible for providing waste containers and trash bags for all refuse and waste materials created by the CONTRACTOR's operations. Waste materials created by the CONTRACTOR's operations in the food service area shall be promptly disposed of after each meal or as needed during the serving of meals.

The City may provide a dumpster for the disposal of trash generated on-site. Waste foods shall be kept in closed metal or plastic containers until removed from the serving locations.

CONTRACTOR shall make available snack/beverage service 24 hours a day, seven (7) days a week during activation.

CONTRACTOR shall make available coffee service with cups, sugar, creamer, stirrers, etc. on a 24/7 basis.

PERSONNEL REQUIREMENTS

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public, and their fellow employees. The CONTRACTOR shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy, and service required. The CONTRACTOR shall adhere to the adequate number of personnel, compatibility of food and beverage products, and other rules and regulations appurtenant to the event.

MEAL ORDER CANCELLATION

The City reserves the right to cancel any and all meals, without penalty, by notification to the CONTRACTOR 48 hours in advance of the next scheduled serving. The CONTRACTOR must provide re-stocking costs, specific cancellation criteria and/or cost to be incurred in the event food service is cancelled with less than 48 hours' notice.

Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Total number of meals served
4. Total number of additional items served if any

5. Total number of meals delivered
6. List of other services provided

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to mobilize pre-storm identified sites within three (3) calendar days of after being tasked by the CITY liquidated damages of \$500 per day for each day not started.
2. Inability to perform services due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Substandard food and food services
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the period of this Agreement.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

Exhibit B

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

EXHIBIT C

CONTRACTOR's FOOD SERVICE FEES
(from the Contractor's Proposal)

b. Cost of Meals

Meal Costs Per Person

Breakfast \$14.95

Lunch \$17.95

Dinner \$22.10

Midnight Lunch \$17.95

Snacks \$7.95

Staffing Fees: Minimum 2 Staff per Shift, 1 Staff per 50 people

Staff to be billed at \$20 per Hour

		Day	Day	Day	Day	Day	Day	Day	Total Days
		1	2	3	4	5	6	7	7

Meal Count									Total Meals
Breakfast		500.00	200.00	100.00	500.00	200.00	100.00	300.00	1,900.00
Lunch		600.00	300.00	100.00	600.00	300.00	100.00	300.00	2,300.00
Dinner		400.00	300.00	100.00	500.00	300.00	100.00	300.00	2,000.00
Midnight Lunch		100.00	50.00	100.00	100.00	50.00	100.00	100.00	600.00
Snack/Beverage		600.00	300.00	100.00	600.00	300.00	100.00	300.00	2,300.00
Daily total		2,200.00	1,150.00	500.00	2,300.00	1,150.00	500.00	1,300.00	9,100.00

Price for Breakfast	\$14.95	\$7,475.00	\$2,990.00	\$1,495.00	\$7,475.00	\$2,990.00	\$1,495.00	\$4,485.00	\$28,419.95
Price for Lunch	\$17.95	\$10,770.00	\$5,385.00	\$1,795.00	\$10,770.00	\$5,385.00	\$1,795.00	\$5,385.00	\$41,302.95
Price for Dinner	\$22.10	\$8,840.00	\$6,630.00	\$2,210.00	\$11,050.00	\$6,630.00	\$2,210.00	\$6,630.00	\$44,222.10
Price Midnight Lunch	\$17.95	\$1,795.00	\$897.50	\$1,795.00	\$1,795.00	\$897.50	\$1,795.00	\$1,795.00	\$10,787.95
Price for Dinner	\$7.95	\$4,770.00	\$2,385.00	\$795.00	\$4,770.00	\$2,385.00	\$795.00	\$2,385.00	\$18,292.95
TOTAL FOR DAY		\$33,650.00	\$18,287.50	\$8,090.00	\$35,860.00	\$18,287.50	\$8,090.00	\$20,680.00	\$142,945.00

Staffing Fees - 1 staff per 50 guests - 2 staff Minimum per shift - Each Shift 8 Hrs. 2 Staff Per Drop Off. Breakfast and Dinner Staff									Total Meals
Breakfast	\$160.00	\$1,600.00	\$640.00	\$320.00	\$1,600.00	\$640.00	\$320.00	\$960.00	\$6,080.00
Lunch Drop Off Fee	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$700.00
Dinner	\$160.00	\$1,280.00	\$960.00	\$320.00	\$1,600.00	\$960.00	\$320.00	\$960.00	\$6,400.00
Midnight Lunch Drop Off	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$700.00
Snack/Beverage									\$0.00
Daily total		\$3,080.00	\$1,800.00	\$840.00	\$3,400.00	\$1,800.00	\$840.00	\$2,120.00	\$13,880.00

Total # of Meals	2,200	1,150	500	2,300	1,150	500	1,300	9,100
Daily Cost of Meals	\$33,650.00	\$18,287.50	\$8,090.00	\$35,860.00	\$18,287.50	\$8,090.00	\$20,680.00	\$142,945.00
Daily Staffing Fees	\$3,080.00	\$1,800.00	\$840.00	\$3,400.00	\$1,800.00	\$840.00	\$2,120.00	\$13,880.00
Total	\$33,650.00	\$18,287.50	\$8,090.00	\$35,860.00	\$18,287.50	\$8,090.00	\$20,680.00	\$142,945.00

Total Meal Price:	Total
Staffing Fees:	\$142,945.00
	\$13,880.00
Grand Total:	<u>156,825.00</u>

c. Pricing of Other services/ Dining Facility Tent

Upon the City of Lake Worth Beach's request a dining facility can be set up on a location of the city's choice.

Tent Facility rental will be subcontracted to Regency Party Rental 5900 N. Australian, West Palm Beach, FL 33407. Regency Party Rental has handled many Tent Facility builds after Hurricanes for FEMA. References available upon request.

Dining Facility

Quote #: q2337

Sandy James Productions

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5800 N. Australian Ave Suite 3
West Palm Beach, FL 33407
RegencyParty.Com
561-966-9322 Phone
561-845-9874 Fax

Status: Quote
Quote #: q2337

Event Beg: Mon 9/ 7/2020 8:30AM
Event End: Sun 9/13/2020 6:00PM
Operator: Nick Ivancovic
Terms: On Account

Sandy James Productions
700 Florida Mango Road
West Palm Beach, FL 33406

Customer #: 58
681-388-2612 Phone

Job Descr: Lake Worth Beach Hurricane Dining Tent Quote

Ordered By: Chris Kuznenko 561-267-4322

Delivery Mon 9/ 7/2020
TBD Lake Worth

Pickup Sun 9/13/2020
TBD Lake Worth

Price based on staking tent. Customer is responsible for underground utility locate.

Each additional day will be billed at \$16,388. Three days equals a week, and each additional week will be billed at \$49,158.00.

Delivery and pick up and forklift rental only charged in first week.

Qty	Key	Item	Each	Price
1	30-66x82crsps	66' x 82' Clearspan 20m x 25m Includes sidewall, doors, halide lighting, fire safety packages	\$16,236.00	\$16,236.00
5412	27-40sfo	Sub Floor Price Per SQ FT	\$2.00	\$10,824.00
1	77	HVAC/Generator Package Includes all gas lng. triple shift run time. Fuel by customer	\$18,942.00	\$18,942.00
44	10-001	8ft x30in. Banquet table	\$24.00	\$1,056.00
350	20-003	Gamsonite white folding chair-253lb. max	\$5.00	\$2,100.00
2	30-fork18	Forklift for set up and removal	\$1,500.00	\$3,500.00
5	Del:	Delivery vehicle	\$100.00	\$500.00
5	Del:	Pick up vehicle	\$100.00	\$500.00

Quote valid for 30 days.

Quote	
This is a Quote Only. This is only a quote and is not to be considered an order. Please sign and return this quote within 7 days with a deposit of 50% to convert this quote to an Event Reservation.	
Rental w/ 10% O/S:	\$52,758.00
Delivery Charge:	\$1,000.00
Subtotal:	\$53,758.00
Total:	\$53,758.00
Paid:	\$0.00
Amount Due:	\$53,758.00

Signature: _____

Sandy James Productions

Printed On Tue 9/15/2020 2:27:40PM

Software by Professional Rental Systems www.professionalrental.com

Modification #2
Contract Parameters (P)