

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: July 15, 2024

RE: **Agreement for Emergency Tree Trimming Services for Lakeland Electric**

Attached hereto for your consideration is a proposed Agreement for emergency tree trimming services for Lakeland Electric. In the aftermath of a severe storm such as a hurricane, Lakeland Electric and contractor resources can quickly become strained depending on the size and magnitude of a particular storm. As such, Lakeland Electric is seeking to procure emergency tree trimming services to supplement its local and mutual aid resources for tree crews and supervision in order to assist Lakeland Electric in the restoration of electric service to its utility customers. Such services would only be deployed in the event of an emergency or disaster.

Accordingly, on April 11, 2024, the City's Purchasing Department issued Request for Proposal 2024-RFP-239 (RFP) seeking qualified contractors to provide emergency tree trimming services. The City received responses from the seven (7) firms listed below.

- Butler & Co Tree Service Ville Platte, LA
- Asplundh Tree Expert, LLC Ocala, FL
- The Davey Tree Expert Co. Kent, OH
- Wright Tree Services, Inc. West Des Moines, IA
- Collective Strategic Resources Hartselle, AL
- Phillips and Jordan, Inc. Knoxville, TN
- Big Hauling Trk Mechanic Mulberry, FL

Upon evaluation of the proposals by City staff, the top four (4) companies in the order listed above were selected as the most responsive, responsible firms that best met the requirements set forth in the City's RFP. Each company will be providing all labor, tools, transportation, equipment, materials and supplies to perform services pursuant to the attached form Agreement. The initial term of the Agreement will be effective July 15, 2024 through May 31, 2025, subject to City Commission approval, and also contains four (4) additional one (1) year renewal options upon mutual written agreement of the parties. The City reserves the right to terminate the Agreement for any reason upon thirty (30) days prior written notice.

The City will only pay for services on an as-needed basis pursuant to a written Work Order. All services will be performed pursuant to the terms and conditions set forth in the attached form Agreement. The estimated annual spend for services following a storm is \$100,000.00, which would be subject to reimbursement by the Federal Emergency Management Agency (FEMA). In accordance with the Agreement, pricing after the initial term would be subject to an equitable adjustment mutually agreed to by the parties.

It is recommended that the City Commission approve this form Agreement for emergency tree trimming services and authorize the appropriate City officials to enter into agreements with the top four (4) above-listed companies, as well as execute all corresponding documents on behalf of the City.

Attachment

EMERGENCY TREE TRIMMING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 15th day of July 2024, ("Effective Date") 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 emergency tree trimming services; and

WHEREAS, City issued a Request for Proposal for such services pursuant to City of Lakeland RFP No. 2024-RFP-239 (hereinafter RFP); and

WHEREAS, City awarded the Proposal to Contractor; and

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

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

1. Services to be Performed. The Contractor hereby agrees to provide the City with Emergency Tree Trimming Services on an "as needed" basis and more specifically outlined in the RFP attached hereto and incorporated herein by reference as **Exhibit "A"**, this Agreement, and all subsequent official documents that form the Contract Documents for this Agreement.

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

3. Term of Agreement/Option of Renewal. This Agreement shall commence July 15, 2024 (the "Effective Date") and continue through May 31, 2025 ("initial term"), including any extension thereof unless otherwise terminated as set forth in this Agreement. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to four (4) additional one (1) year periods each beyond the initial contract term. 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 proposal to a contractor which has disclosed its intent to assign or subcontract in its response to the 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 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 RFP, and as set forth in the Contractor's RFP response attached hereto and incorporated herein by reference as **Exhibit "D"**. Prices shall remain firm for the initial term of the contract. Changes in prices for any renewal term shall be mutually agreed upon prior to entering into a new renewal term of the Agreement. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

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

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

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

12. Public Records. 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.

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

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

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "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 reasonable

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 Emergency Tree Trimming services and appendices, including **Attachment 1**, "FEMA Contract Clauses", as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland Request for Proposal and all of its addenda and attachments, **Exhibit "A"**; and
- b. Contractor's Certificate of Insurance, **Exhibit "B"**; and
- c. Contractor's executed Indemnification and Hold Harmless, **Exhibit "C"**; and
- d. Contractor's **Proposal, Exhibit "D"**

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 unless exceptions taken by Contractor listed in Contractor's proposal as set forth in **Exhibit "D"** have been approved, in writing, by the City in which case such exception shall take precedence and is incorporated into the terms of the Agreement.

20. Federal Emergency Management Agency (FEMA). Contractor agrees to abide by all applicable required FEMA clauses set forth in **Attachment 1** and incorporated herein by reference. In the event of conflict between the FEMA contract clauses and the provisions of this Agreement, the FEMA contract clauses set forth in **Attachment 1** shall govern.

21. 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:

Operational: Lakeland Electric Energy Delivery Operations
1140 East Parker Street
Lakeland, FL 33801
ATTN: Line Clearance Supervisor
Telephone: (863) 834-6759

Contractual: Lakeland Electric
501 East Lemon Street
Lakeland, FL 33801
ATTN: Contract Services
Telephone (863) 834-6588

IN WITNESS WHEREOF, the parties herein have executed this Agreement for Emergency Tree Trimming Services pursuant to 2024-RFP-239 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

H. William Mutz, Mayor

President (Signature)

President (Printed Name)

ATTEST:

ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Palmer C. Davis, City Attorney

Attachment 1 to Emergency Tree Trimming Agreement

FEMA Contract Clauses

2 CFR § 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses

The Vendor, Supplier or Contractor's performance under this Agreement shall be subject to the following FEMA Required Contract Clauses:

A. DEFAULT

Each of the following shall constitute a default under this Agreement: (a) Contractor is adjudged to be bankrupt; (b) Contractor makes a general assignment for the benefit of its creditors; or (c) Contractor fails to comply with any of the terms, conditions or provisions of this Agreement. If, during the term of this Agreement, Contractor shall be in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until City give written notice of default to Contractor with at least ten (10) days to cure such default. If Contractor fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Contractor shall be paid compensation for services satisfactorily performed and completed as of the date of termination. City shall not be liable for partially completed work. In addition to the remedies available hereunder, the City shall have the right of offset from sums or payments otherwise due the Contractor, any sums or amounts which the Contractor may owe to the City pursuant to the provisions of this Agreement, or otherwise.

B. TERMINATION FOR CAUSE AND CONVENIENCE *(applicable to all contracts in excess of \$10,000; 2 CFR pt.200 app. II (B))*

City may, by giving thirty (30) days prior written notice to the other, terminate this Agreement in whole or in part, at any time, with or without cause. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise).

Upon termination of this Agreement for convenience, the Contractor shall be paid its compensation for services satisfactorily performed as the date of termination based on the percentage of work satisfactorily completed plus reasonable termination expenses. The City shall not be obligated to pay for any services performed by the Contractor after notice of termination has been given. In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Agreement, or otherwise.

The City may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of either this Agreement or any Work Authorization provided for herein; provided that the City shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Contractor in default and this Agreement and any Work Authorizations assigned to the Contractor shall terminate on the date specified in such notice and no fees for any work shall be due thereafter.

C. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE *(applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR pt.200 app. II(C))*

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967,

and as supplemented in Department of Labor regulations (41 CFR Part 60).

D. ANTI-KICKBACK ACT COMPLIANCE *(applicable to all contracts and subgrants for construction or repair; 2 CFR pt.200 app. 11(D))*

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

E. CONTRACT WORK HOURS AND SAFETY STANDARDS *(applicable to all contracts awarded by grantees and subgrantees in excess of \$100,000 that involve the employment of mechanics or laborers; 2 CFR pt.200 app. 11(E))*

Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

F. RIGHTS TO INVENTIONS *(applicable to contracts for experimental, research, or development projects financed by FEMA; 2 CFR pt.200 app. 11(F))*

(1) General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

(2) Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

(3) The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

G. CLEAN AIR AND WATER REQUIREMENTS *(applicable to all contracts and subcontracts in excess*

\$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year; 2 CFR pt.200 app. 11 (G))

A. Contractor agrees to comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

B. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.

I. GOOD STANDING REQUIREMENT (2 CFR pt.200 app. II (H))

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

J. PROCUREMENT OF RECOVERED MATERIALS (2 CFR pt.200 app. II (J))

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. ACCESS TO RECORDS

- (1) The Contractor agrees to provide the City, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).
- (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 maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date City makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the City, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.44 CFR§13.36(i)(11).

L. NOTICE OF REPORTING REQUIREMENTS

- (1) Contractor acknowledges that it has read and understands the reporting requirements of FEMA stated in 44 CFR§ 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- (2) The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

M. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- (1) Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - a. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - b. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)-

(9).

- (2) The Contractor agrees to include subsection (1) above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

N. ENERGY CONSERVATION REQUIREMENTS

- (1) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).
- (2) The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

O. SOCIOECONOMIC ENGAGEMENT

Contractor will take the following affirmative steps to engage small and minority firms, women's business enterprises, and labor surplus area firms.

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

P. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by

Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See [Public Law 115–232](#), section 889 for additional information.

See also [§ 200.471](#).

Q. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

REQUEST FOR PROPOSAL
2024-RFP-239
EMERGENCY TREE TRIMMING SERVICES

City of Lakeland
1140 E. Parker Street
Lakeland, FL 33801

RELEASE DATE: April 11, 2024

DEADLINE FOR QUESTIONS: April 25, 2024

RESPONSE DEADLINE: May 2, 2024, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lakelandgov>

City of Lakeland
REQUEST FOR PROPOSAL
Emergency Tree Trimming Services

I. NOTICE.....

II. INTRODUCTION.....

III. SCOPE OF WORK.....

IV. INSURANCE AND SAFETY REQUIREMENTS

V. SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH

VI. VENDOR QUESTIONNAIRE

Attachments:

A - Indemnification 2024 Contractor

I - Emergency_Tree_Trimming_Services_RFP_2024

1. NOTICE

REQUEST FOR PROPOSAL

Emergency Tree Trimming Services

FOR THE CITY OF LAKELAND

Thursday, April 11, 2024

RFP No.2024-RFP-239

Sealed proposals will be received electronically by the Purchasing Manager via OpenGov, the City's e-Procurement Portal ("Portal"), until 2:30 pm – Thursday, May 2, 2024. Proposals received after this specified time and date will not be considered. The sealed proposals will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

RFP Documents may be accessed by visiting our Website

at <https://procurement.opengov.com/portal/lakelandgov> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. **RFP Documents are Required for Submittal.** Respondents are required to submit their response through the Portal. Respondents shall sign up on the Portal if an account does not exist.

THE CITY OF LAKELAND IS SOLICITING SEALED PROPOSALS FROM QUALIFIED VENDORS TO PROVIDE:Emergency Tree Trimming Services.

THE PROPOSALS SUBMITTED SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR PROPOSAL, THE ATTACHED CITY OF LAKELAND SPECIFICATIONS, ALL CODES AND REQUIREMENTS REFERENCED THEREIN.

All Questions regarding this request for proposals shall be in writing and submitted electronically via the Portal through the Question and Answer tab before 5:00 pm on Thursday, April 25, 2024. Responses will be released on the Question and Answer Tab.

1.1. **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 5:00 pm on Thursday, April 25, 2024 via the Portal's Question and Answer tab. 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.

1.2. FLORIDA PUBLIC RECORDS LAW

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

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

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

1.3. 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 proposals 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. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal, then in evaluation, or any future proposal.

1.4. 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 RFP 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 RFP requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

1.5. 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 RFP submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the RFP requirements.

1.6. 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.

1.7. 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.

1.8. 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 proposals 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.

1.9. 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.

1.10. E-VERIFY CERTIFICATION

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the City.

1.11. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, as may be amended, prohibits agencies or local government entities from contracting with companies for goods or services of \$1,000,000.00 or more, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel and that it does not have business operations with Cuba or Syria.

As the person authorized to submit responses/bids on behalf of respondent/bidder, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel or has business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, as may be amended, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

1.12. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

1.13. ADDENDA

It is the Respondent's responsibility to review all available project documents including Addenda, Notices and Questions & Answers prior to submitting a proposal. Respondent shall acknowledge all addenda electronically within their submission via the Portal.

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.

1.14. LOCAL VENDOR PREFERENCE

A copy of City's Local Preference Policy, Ordinance No. 5912 dated January 3, 2022 is attached.

A Local Business shall be defined as a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric's service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric's service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at least twelve (12) consecutive months prior to the due date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory.

1.15. BID PROTEST PROCEDURE

The City's procedure on bid disputes is located in the City's Purchasing Manual and can be found at <https://www.lakelandgov.net/departments/purchasing/bid-dispute-policy>.

1.16. TERMS AND CONDITIONS OF AGREEMENT

A copy of the agreement to be entered into with the successful Respondent is included with this RFP Attached herein, should the City require such.

1.17. OPENGOV PROCUREMENT

The City of Lakeland uses OpenGov, the e-Procurement Portal ("Portal"), to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, proposals, 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 the Portal. 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 the Portal.

1.18. RFP SUBMITTAL

Respondent shall complete all electronic sections of their response and submit a response before the due date and time identified in the Timeline of this solicitation. Electronic sections may comprise of but are not limited to Contact Information, Addenda Confirmation, Questionnaire, Pricing and Company Profile.

The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, 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 RFP to one (1) or more Respondents. There is no obligation to buy. The RFP, 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.

City of Lakeland, Florida

Mark D. Raiford, CPPB

Purchasing Manager

2. INTRODUCTION

2.1. Summary

Provide tree trimming crews and supervision to assist Lakeland Electric with restoration of electric service to its utility customers in the event of an emergency.

2.2. Contact Information

Linda Alspaugh

Purchasing Agent

1140 East Parker Street

Lakeland, FL 33801

Email: linda.alspaugh@lakelandgov.net

Phone: [\(863\) 834-8787](tel:(863)834-8787)

Department:

LE - Delivery Operations

2.3. Timeline

The City Commission may not approve this purchase, or may ask that the plan be modified in some respect. The City may opt to modify and/or terminate the project described within the RFP.

The suggested deployment schedule contained within this RFP is subject to change based on the City's needs and/or final scoping of the project through the contract negotiation phase.

Estimated Schedule

RFP release	April 11, 2024
RFP questions deadline	April 25, 2024, 5:00pm
RFP proposal due date	May 2, 2024, 2:30pm

3. SCOPE OF WORK

3.1. Scope of Work

Provide tree trimming crews and supervision with appropriate equipment to assist Lakeland Electric with restoration of electric service to its utility customers. The number of crews requested in writing will be determined by the Manager of Energy Delivery Operations. Crew type will be included in the request.

Lakeland Electric will make every effort to provide housing, meals and fuel to Emergency Tree Trimming Crews.

Crews are expected to be ready to start work upon arrival if not less than four (4) hours of productive work may be performed prior to sunset. Normal emergency work schedule shall be 6:00 AM to 6:00 PM. At no time will the emergency workday exceed sixteen (16) hours.

3.2. Additional Information and Submittal Requirements

Additional information and submittal requirements are included in the attached document.

3.3. Annual Services Requirement

This Annual Services Requirement, if placed, shall be Firm and Valid, Beginning with the Issuance of a Purchase Order through September 30, 2024, with an Option for Four (4), One (1) Year Renewals upon Mutual Written Consent.

3.4. Annual Services Requirement

This Annual Services Requirement, if placed, shall be Firm and Valid, Beginning with the Issuance of a Purchase Order through September 30, 2024, with an Option for Four (4), One (1) Year Renewals upon Mutual Written Consent.

4. INSURANCE AND SAFETY REQUIREMENTS

4.1. 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 term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

4.2. 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.

4.3. 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.

4.4. 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.

4.5. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

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

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

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

4.6. [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.

Bodily Injury and Property Damage -

Single limit each occurrence shall not be less than:\$1,000,000.00

4.7. [Business Automobile Liability](#)

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

Bodily Injury and Property Damage -

Single limit each occurrence shall not be less than:\$1,000,000.00

4.8. [Workers' Compensation](#)

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

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

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

4.9. Excess Liability

This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than:\$2,000,000.00

4.10. 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.

4.11. Indemnification Agreement

See #ATTACHMENTS.

5. SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH

City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

5.1. General

- A. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
- B. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
- 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. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provision of this Agreement is demonstrated. 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.

5.2. Personal Protective Equipment (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE. Minimal PPE requirements on City of Lakeland worksites:

- A. Foot protection must meet ANSI Z41.1-1999 standards and worn on all City properties.
- B. Head protection must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
- C. Eye and face protection must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- D. Hand and Arm Protection must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.

- E. Hearing Protection must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements. Hearing protection must be worn in areas where the noise level is over 85 dB

5.3. [Housekeeping](#)

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

5.4. [Smoking](#)

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

5.5. [Safety Kick-offs and Safety Stand-Downs](#)

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety stand-downs will be conducted when major safety concerns, accidents, or near misses occur.

5.6. [Training Documentation](#)

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Safety Requirements Report for details.

5.7. [Written Safety Programs or Plans](#)

Contractors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Safety Requirements Report. The Risk Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

5.8. [Supplemental #3: Road Work Safety](#)

Work Zone Safety

Work zones are any areas where work is being performed by a contractor. Work zones can present hazards to citizens, City employees, and contractors; it is the contractors responsibility to take the proper precautions to reduce these risks. Work zone protection is the adequate safe-guarding or protecting of pedestrians, motorists, employees, and equipment using PPE, suitable barriers, warning signs, lights, flags, traffic cones, high-level standards, barricade rope, flaggers, etc., as the job requires on approaches to work areas, excavations, open manholes, parked equipment, etc. Proper work area

protection shall be planned to ensure the safety and protection of the employee, the public and the equipment.

A. PPE

All employees working on or within 15 feet of a road way for longer than 15 minutes all employees must wear FDOT approved Class 3 reflective clothing or vests. Flaggers shall wear a red/orange or green-warning vest that is at least ANSI/SEA Class 2 Apparel compliant. Warning garment worn during periods of limited visibility shall be of a reflective material meeting those specifications -outlined in the ANSI/SEA Class 3 Apparel.

B. Maintenance of Traffic (MOT) or Temporary Traffic Control (TTC)

The contractor will perform contractual duties in a manner that reduces interference with public traffic as much as possible. Such times as the contractor must perform work that impedes public traffic; for example, when crossing, obstructing, or closing roads, driveways, and walkways (private or public). The contractor is solely responsible for establishing and maintaining safe detours and lane closures per FDOT MOT/TTC requirements. The contractor is responsible for informing property owners when private drives will be closed or redirected. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work zone, if needed.

MOT/TTC can be performed by a FDOT MOT/TTC intermediate certified employee or supervised by a FDOT MOT advanced certified employee.

1. Signs-Work zone warning signs must be placed in accordance with FDOT requirements in a manner that establishes the best protection for citizens, employees, and contractors. Signs must be removed or covered when work is not underway and the hazard is not present.
2. Barricades- Only FDOT approved barricades and cones must be utilized for MOT/TTC. The contractor is responsible for ensuring that any barricades have warning illumination, such as beacon lights, from sunset to sunrise.
3. Flaggers- Flaggers or other appropriate traffic control shall be used wherever there is a doubt that signs, signals, and barricades can achieve effective protection.
4. Vehicles, Equipment, and Materials- The contractor is responsible for placing vehicles, equipment, and materials so that these items pose the least impedance and hazards to traffic (vehicle or pedestrian). Vehicles or equipment working on or within ten feet of the roadway must be equipped with a minimum of one amber 360-degree Class I warning device. The warning device must be in operation all the time the vehicle or equipment is on or within ten feet of the roadway.

5.9. Supplemental #4: Fall Protection

Fall Protection must meet 29CFR§1910.140 and 29CFR§1910.66 Appendix C for general industry contracts and 29CFR§1926.501 for construction contracts. The contractor is responsible for training their employees on the proper selection, donning, maintenance, and inspection of personal fall protection and fall arrest systems. The contractor is responsible for providing, maintaining, and inspecting fall protection devices for their employees. The contractor is responsible for ensuring that all tie-off points can hold at least 5,000 pounds. The City of Lakeland's Safety Team reserves the right to inspect all fall protection devices, including tie-off points.

5.10. Supplemental #10: Lock-Out-Tag-Out (LOTO)

Contractors must follow OSHA 29CFR§1910.147 for The Control of Hazardous Energy covering the LOTO of all equipment and systems posing an energy hazard. Energy can be both electrical and mechanical. All sources of hazardous energy must be locked and tagged to reduce the potential for injury or death of workers. It is the contractor's responsibility to have a proven LOTO program and the equipment to perform LOTO on equipment or systems prior to work being performed.

5.11. Supplemental #11: Energized Power Systems

Strict adherence to the table of distances to energized systems is mandatory. Unless otherwise specified by Lakeland Electric Systems Control, the contractor may not be any closer than 20-feet to energized systems. The contractor must notify System control at (863) 834-6560 for line clearance.

ALL UNQUALIFIED PERSONNEL SHALL NOT GET CLOSER THAN 20 FEET (ENCROACHMENT) ENERGIZED EQUIPMENT OR AREAS

- A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling (863) 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the work zone. In addition, the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.
- B. The contractor is also responsible for all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

5.12. Supplemental #12: Power Distribution (T&D) Bucket Truck Safety

All aerial lift operations will be performed per OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction. Contractors are responsible for providing employees with the proper licensing, certifications, and training for the equipment to be used. The following safety criteria must be followed:

- A. Any employee working from a bucket truck must use the proper fall protection device.

- B. Any employee on a pole or otherwise elevated position shall utilize the appropriate gaffs, harness, or otherwise appropriate fall protection.
- C. Never override hydraulic, mechanical, or electrical safety equipment.
- D. Workers must never position themselves in an area that poses crush, pinch, or laceration potentials.
- E. Always treat powerlines as energized.
- F. Never exceed the equipment's load limits; including the combined weight of the worker, tools, and materials.

5.13. [Supplemental #13: Equipment Safety](#)

All operations involving equipment must be conducted according to the applicable OSHA standards. All equipment operators must be certified or licensed according to federal, state, and local requirements. All equipment must be inspected according to OSHA requirements and before use by the operator. The contractor is solely responsible for compliance with this safety requirement.

- A. Powered industrial trucks- all operations that are performed using powered industrial trucks (forklifts, lulls, etc.) must be conducted in accordance with OSHA 29CFR§1910.178 for general industry and 29CFR§1926.600 and 29CFR§1926.602 for construction.
- B. Aerial lifts- all operations that are performed using aerial lifts (boom lifts, cherry pickers, snorkel lifts, etc.) must be conducted in accordance with OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction.

6. **VENDOR QUESTIONNAIRE**

It is the intent of the City to team with an outside vendor to procure a robust solution that meets the needs of the City as defined in this document.

Response to this RFP becomes the exclusive property of the City of Lakeland. Awarded Respondent's deliverables and documentation throughout the course of this project become the exclusive property of the City of Lakeland. City Policies: As a general overall requirement, the Respondents of this RFP shall be required to comply with the City policies and procedures including, but not limited to: Standard Contractual Provisions, Insurance Requirements, Indemnification, Safety Requirements, Consultant Expense Reimbursement Policy, and the Florida Public Records Law.

6.1. Attest*

"I attest no City of Lakeland employee, their spouse, or child has an ownership stake in this organization."

Please confirm

*Response required

6.2. Pricing Proposal*

*Response required

6.3. Certificate of Insurance*

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP 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.

*Response required

6.4. Hold Harmless Indemnification Agreement*

*Response required

6.5. Additional Required RFP Submittal Information upload here*

*Response required

6.6. Drug-free Workplace Certification*

Please confirm

*Response required

6.7. Suspension and Debarment Certification*

Please confirm

*Response required

6.8. Public Entity Crimes Certification*

Please confirm

*Response required

6.9. Conflict of Interest/Statement of Non-Collusion*

Please confirm

*Response required

6.10. E-Verify Certification*

Please confirm

*Response required

6.11. Vendor/Contractor Certification Regarding Scrutinized Companies*

Please confirm

*Response required

6.12. Bidder certifies that no exceptions to the terms and conditions of the solicitation are being taken.*

Yes

No

*Response required

6.13. If exceptions are taken, specify in space below.

6.14. Proposal Sheet*

THIS RFP SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING.

The following RFP is in strict accordance with the City of Lakeland Request for Proposal No. 2024-RFP-239, dated Thursday, April 11, 2024 and all attachments as referenced therein.

“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 proposals, and/or to accept that proposal which is in the best interest of the City. The award of this RFP, 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 RFP to one (1) or more Respondents. There is no obligation to buy. The RFP, 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.

If claiming Local Vendor Preference, I certify that the company satisfies each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a “Local Business”: a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric’s service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric’s service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv)

has conducted business from such location for at least twelve (12) consecutive months prior to the due date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory."

Please confirm

*Response required

6.15. Local Vendor Preference

If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

REQUEST FOR PROPOSAL
FOR
EMERGENCY SERVICES, SUPPLIES, AND EQUIPMENT
FOR UTILITY LINE CLEARANCE (TREE TRIMMING) SERVICES
2024

GENERAL REQUIREMENTS

Lakeland Electric, owned by The City of Lakeland (Lakeland), a Florida municipal corporation, is accepting bid proposals for Emergency Tree Trimming services, personnel and equipment from qualified vendors for deployment before, during and/or after emergency/disaster events. This work force will supplement Lakeland's current line clearance contractor.

1.1. INTRODUCTION

This Request for Proposal (RFP) provides the general scope of services that are critical for supporting Lakeland's emergency restoration operations pre-emptively and after a major storm event. Respondent will provide all labor, tools, transportation, equipment, materials, and supplies necessary to complete the work. Respondents are only to provide proposals for the services and equipment in their qualified area(s) of expertise.

Lakeland is interested in establishing contracts, with multiple qualified vendors able to operate within Polk County, FL.

Lakeland intends to award one or more contracts for a period of one (1) year with four (4) annual renewals. There will be no guarantee of any volume of work under this contract. Prices shall remain firm for the first contract year.

Personnel and equipment will be provided or deployed only in the event of an emergency or disaster. General conditions for all services and equipment are:

- Respondent's contact information
- If the Respondent is local, describe availability of on-site generators for back-up power and/or the ability to conduct business without disruption in the event of disaster in this area.
- For Emergency Tree Trimming services and equipment, 50% of the requested resources should arrive at Lakeland within forty-eight (48) hours of request for services and equipment. The remaining requested resources should arrive in Lakeland within seventy-two (72) hours.
- All equipment provided will be in good working order.
- Aerial lift devices, hydraulic tools and insulated manual pruning tools shall adhere to all applicable OSHA safety regulations. Appropriate personal protective equipment and first-aid supplies as required by OSHA shall be part of the standard equipment on all vehicles.

All requests for mobilization will emanate from one central point of contact for Lakeland. That point of contact will be the Manager of Energy Delivery Operations, or his designate.

Tentative deployment locations:

Tiger Town Stadium parking lot located at the East end of Al Kaline Dr, (2301 Lakeland Hills Blvd, Lakeland, Florida)

Lakeland Airside Center Parking Lot located on West Aviation Dr. (3135 Air Center Drive, Lakeland, Florida)

1.2. SCOPE OF WORK

Provide tree trimming crews and supervision with appropriate equipment to assist Lakeland Electric with restoration of electric service to its utility customers. The number of crews requested in writing will be determined by the Manager of Energy Delivery Operations. Crew type will be included in the request.

Lakeland Electric will make every effort to provide housing, meals and fuel to Emergency Tree Trimming Crews.

Crews are expected to be ready to start work upon arrival if not less than four (4) hours of productive work may be performed prior to sunset. Normal emergency work schedule shall be 6:00 AM to 6:00 PM. At no time will the emergency workday exceed sixteen (16) hours.

Supervision requirements:

A General Forman (GF) shall be provided for each set of six (6) crews

A Supervisor shall be assigned on site in Lakeland for each set of six (6), or more GFs. The ratio of GFs to Supervisors shall not exceed eight (8). This ratio may be smaller if it is the established policy of the providing company.

Lakeland's Procedures for Incoming Emergency Tree Trimming Resources

Once Lakeland Electric has committed to calling in Emergency Tree Trimming Crews to assist in storm recovery, certain minimum information shall be supplied to Lakeland Electric prior to the arrival of the Crews. The preferred method of delivery of this information shall be in a spreadsheet by email to the arranging Lakeland Electric Manager of Energy Delivery Operations, or his designate.

This information shall include:

- Name of home utility or town
- Departure date and time from home utility
- Estimated date and time of arrival in Lakeland
- The name of the Supervisor/General Forman for each set of crews
- Supervisor/General Forman's contact numbers
- Crew member: name, classification and gender
- Equipment type and vehicle number and driver/operator

1.3. RESPONSE

To allow Lakeland the opportunity to evaluate the proposals, Respondents must be able to provide a proven ability to perform or provide the type of services and equipment described herein. At the time of proposal submittal, Respondents should include a minimum of:

- Supervisory and staffing capabilities for subject work
- Potential crew configurations
- Available equipment list by type, designating if equipment is designed for back lot access
- A copy of the provider's Storm Emergency Procedures. (if applicable)
- Hourly billing rates for equipment
- Hourly billing rates for each personnel classification and if employee is capable of climbing trees
- Overtime billing hourly rates for each personnel classification. The overtime premium, one and one-half times the rate listed shall apply to labor billing only.
- A copy of Respondent's proposed contract for Emergency Tree Trimming Services and Equipment. (*Please be advised that Lakeland is requesting a copy of the proposed agreement for informational purposes only and is by no means obligating itself to use the Respondent's form of agreement.*)
- During emergency restoration operations, tree debris will be left on -site. Woodchippers and debris hauling equipment will not be required.

1.4 SELECTION PROCESS AND AGREEMENT

Lakeland will select vendors with which they believe will best provide the services and equipment discussed above. Lakeland reserves the right to reject some or all the proposals. Respondents who have not demonstrated experience in this particular field will not be considered.

If a firm is selected, the form of agreement will be a negotiated Contract subject to City of Lakeland approval process through its City Commission.

Please note that Lakeland requires the following general terms and conditions in its agreements:

1. No assignment of any rights under, or interests in, the contract documents will be binding on another party without the prior written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

2. Any agreement awarded hereunder shall be governed by and construed in accordance with the laws of the state of Florida. Venue for any action brought pursuant to the agreement shall be Polk County, Florida, or the U.S. District Court, Middle District of Florida, Tampa Division.
3. In connection with any agreement, each party is considered an independent contractor and as such will not have any authority to bind or commit the other. Nothing therein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.
4. With respect to the Respondent or Lakeland, each party may have access to confidential information made available by the other. Each party agrees to protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by Lakeland will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
5. The successful Respondent shall warrant that all work or services performed will comply with reasonable, prudent standards of care in accordance with the industry.
6. Respondents will obtain and maintain, at their own expense, all licenses and insurance to comply with all City, County, State and Federal requirements. Insurance Requirements are attached.
7. The Respondent shall be required to indemnify Lakeland per the attached Indemnification language.
8. Each of the following shall constitute a default under any agreement: (a) Respondent is adjudged to be bankrupt; (b) Respondent makes a general assignment for the benefit of its creditors; (c) Respondent fails to comply with any of the terms, conditions or provisions of the agreement; or (d) Respondent experiences a labor dispute which threatens to have a substantial, adverse impact upon performance of the agreement. If, during the term of any agreement, Respondent shall be in default of the agreement, Lakeland may suspend its performance until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until Lakeland gives written notice of default to Respondent with at least ten (10) days to cure such default. If Respondent fails to correct such delinquency or default, Lakeland may terminate the agreement and pursue such remedies as may be available at law or in equity. Respondent shall be paid compensation for services satisfactorily performed and completed as of the date of termination. Lakeland shall not be liable for partially completed work. In addition to the remedies available hereunder, Lakeland shall have the right of offset from sums or payments otherwise due the Respondent, any sums or amounts which the Respondent may owe to Lakeland pursuant to the provisions of any agreement and seek such remedy as may be available, including, but not limited to satisfaction of the performance bond (if applicable). It is not the intention of this paragraph to limit or prevent delay damages or other damages that may occur.
9. Lakeland reserves the right to terminate any agreement for convenience. Lakeland may, upon prior written notice to Respondent, terminate any agreement with or without cause. In the event of such termination, Lakeland shall be liable only for the payment of all unpaid charges,

- determined in accordance with the provisions of the agreement, for work, properly performed prior to the effective date of termination.
10. Services and Reimbursable Expenses of independent professional associates or subcontractors employed by Respondent to assist with the work shall be billed at cost.
 11. Taxes: For any present or future sales, use, excise, or other similar tax applicable to the furnishing of any service hereunder levied by State or Federal government for which the City of Lakeland is not exempt, the Respondent shall charge actual cost. Evidence of exemption shall be provided vendors selected.
 12. The Respondent shall also maintain insurance in accordance with the requirements set forth in Exhibit "A" made a part hereof and sign the Indemnification set forth in Exhibit "B" made a part hereof.
 13. The Respondent 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
 14. Damage Claims: The contractor shall be responsible for the prompt settlement of all claims resulting from the contractor's operation. The Contractor is to respond to the customer within 24 hours and resolve the claim within 5 working days. The contractor shall update the City immediately of all claims pending and shall report the final disposition of all claims as requested.
 15. Adherence to FEMA contract clause requirements as stated in 2C.F.R 200.326 and 2 C.F.R. Part 200, Appendix II. Which will be made a part of the final contract.

Vendor shall provide:

Billing rates for each personnel classification
Billing rates for other support staff, such as mobile mechanics, safety coordinators
Overtime policies, Double Time policies, Holiday policies
Per Diem Rates
Lodging Rates
Billing rates for Equipment
Mobilization rates per mile
Idle Equipment charges, if applicable

Indemnification Contractor

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

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

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

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

_____ to _____.
(Date) (Date)

(OR)

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

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

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

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

Name of Organization

BY:

Signature of Owner or Officer

E-mail Address

STATE OF : _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence, this ____ day of _____, 2024.

by _____, of _____.
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, Risk Management & Purchasing Director

DATE _____