

AGREEMENT FOR EMERGENCY CATERING SERVICES

THIS AGREEMENT, made this _____ day of _____ 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and AshBritt, Inc., a Florida corporation, ("Contractor"), whose address and phone number are 565 E. Hillsboro Boulevard, Deerfield Beach, Florida 33441, Phone: 954-725-6992, Email: dknight@ashbritt.com, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Contractor shall provide to the City emergency catering services (the "Work"), and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposals (RFP) No. 12561-815, Emergency Catering Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("Exhibit A");
- (2) The Contractor's response to the RFP, dated July 19, 2021, ("Exhibit B");
- (3) FEMA Contract Provisions ("Exhibit C");
- (4) The Contractor's Cost Proposal Page dated August 6, 2021, and 12561-815 – Emergency Catering Services - Negotiation Points Clarified, (collectively, "Exhibit D").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, Exhibit C;
- B. Second, this Agreement dated _____, 2021, and any attachments;
- C. Third, Exhibit A;
- D. Fourth, Exhibit D;
- E. Fifth, Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on September 9, 2021, and shall end on September 8, 2023. The City reserves the right to extend the contract for two (2) additional two-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment

of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The

City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such

books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of

Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City

Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. 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.
4. 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 the service. 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.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

City of Fort Lauderdale

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: _____
Assistant City Attorney

WITNESSES:

AshBritt, Inc.

Signature

By: _____
Brittany Perkins Castillo
CEO, President, Director

Print Name

Signature

Print Name

ATTEST:

(CORPORATE SEAL)

Charles Knight, Secretary

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Brittany Perkins Castillo as CEO, President, and Director for AshBritt, Inc., a Florida corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____

Solicitation 12561-815

Emergency Catering Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12561-815 Emergency Catering Services

Bid Number	12561-815
Bid Title	Emergency Catering Services
Bid Start Date	Jun 29, 2021 11:14:52 AM EDT
Bid End Date	Jul 20, 2021 2:00:00 PM EDT
Question & Answer End Date	Jul 13, 2021 7:00:00 AM EDT
Bid Contact	Laurie D Platkin, CPPB Senior Procurement Specialist Finance - Procurement Division 954-828-5138 lplatkin@fortlauderdale.gov
Contract Duration	2 years
Contract Renewal	See Specifications
Prices Good for	30 days
Bid Comments	The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed Suppliers/Contractors to provide Emergency Catering Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For additional information go to www.BidSync.com.

Item Response Form

Item	12561-815--01-01 - Pricing: See Cost Proposal Page in Bid Document
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See RFP Specifications</u> See RFP Specifications Fort Lauderdale FL 33301 Qty 1

Description

City of Fort Lauderdale
Emergency Catering Services
RFP # 12561-815

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed Suppliers/Contractors to provide Emergency Catering Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, NIGP-CPP, CPPB at (954) 828-5138 or at email at lplatkin@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

1.4 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of catering / food services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in catering / food services. Project manager assigned to the work must have experience in catering / food services and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort

Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

- 2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Proposal Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage

deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

2.26.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.26.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.35 Contract Period

The initial contract term shall commence upon date of award and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2), additional two (2) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two (2) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A**2.43 Conditions of Trade-In Shipment and Purchase Payment****2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement should be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls – N/A

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance – N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 GENERAL/SCOPE OF WORK

The City of Fort Lauderdale is required to operate during and after emergency situations. While this typically happens before and after the presence of a hurricane, there may be other emergencies declared by city, state or federal officials that require City functions to continue operating. In these instances, City employees need to be fed daily. Although the primary intent of this RFP is for catering services before and after a hurricane, it is the City's intent to establish a contract for the provision of meals upon the request of authorized City personnel. The City is requesting proposals from qualified suppliers/contractors for **Emergency Catering Services** capable of providing nutritious meals to the City of Fort Lauderdale's employees and emergency workers. This contract could be activated before and after a major event/disaster in our area.

When possible, the City will provide forty-eight (48) hours stand-by notice for activation. If your company needs more than forty-eight (48) hours for notification, please take exception to this requirement under variances on the proposal certification page as well as list your deviation on company letterhead within your proposal. Should a storm's projected path abruptly change course, the City will notify supplier to cancel their services no later than ten (10) hours from anticipated arrival. Please include your cancellation policy with this proposal packet.

The supplier/contractor shall provide a daily menu that includes foods that are visually appealing, appetizing and nutritionally sound. Each meal should include the USDA recommended servings of protein, grains, fruits, and vegetables. Boxed meals shall be appealing, tasty and travel well.

Consideration should be given to providing a variety of foods at each meal to ensure an option for special dietary needs (i.e., **Vegetarian**: NO meat products served with meal, and **Kosher-Style**: NO shellfish, NO combining of Meat and Dairy products and NO pig/pork products of any kind served with meal.) Counts to these options will be provided in advance.

3.2 Supplier's/Contractor's Responsibility:

- 3.2.1** The Supplier/Contractor shall be capable of providing meals from his/her/its own facility located in Broward, Palm Beach or Miami-Dade counties and or with self-contained, mobile food trucks.
- 3.2.2** The Supplier/Contractor may establish a temporary facility of his/her/its own in a tent or some type of trailer, or on a site to be provided by the City. Said facility will be the responsibility of the Supplier/Contractor to erect and furnish with power and access to potable water. If such a facility is established, the Supplier/Contractor will be responsible for continuous clean up around it and immediately after it is dismantled to be removed from the area. The Supplier/Contractor will be responsible for the disposal of any food preparation waste generated. This material will not be disposed of in any City owned or leased containers.
- 3.2.3** The Supplier/Contractor will be prepared to provide three meals and a snack per day for five (5) days for up to 3469 meals/snacks a day. This estimated amount of 3469 meals/snacks per day is detailed in **Exhibit "A"**. Meals to be served include breakfast, lunch, dinner, and snack, where breakfast and dinner meals shall be hot meals. Drinks shall be included with all meals. The City reserves the right to increase/decrease the number of meals/snacks and the number of days they are to be provided. Authorized City staff will contact the Supplier/Contractor and the number of meals to be provided will be ordered. In the case of a hurricane, this is expected to occur approximately forty-eight (48)

hours pre-event and twenty-four (24) hours after a storm has been downgraded to Tropical Storm status. Daily updates will be provided as needed.

- 3.2.4** The Supplier/Contractor may deliver prepared meals to the designated sites in heated vats. However, the Supplier/Contractor's personnel must serve the meals as a means of portion control. Boxed meals shall be prepared no more than twelve (12) hours prior to serving.
- 3.2.5** Designated City personnel may need to obtain several meals to take to people on-duty in the field. The Supplier/Contractor will provide "to-go boxes" or other similar packaging and fill each one with the appropriate meal requested. Each meal shall be individually packaged in such a way so that it can be eaten in the field and shall include utensils.
- 3.2.6** All meals shall be prepared, maintained, and served under national, state and local health safety and sanitary conditions and shall follow Federal, State and Local guidelines governing health and food service sanitation.
- 3.2.7** The Supplier/Contractor shall be capable of mobilizing to the designated servicing sites and be operational within a twenty-four (24) hour notice.
- 3.2.8** The Supplier/Contractor's equipment shall be self-sufficient with their own backup generator provided power. Supplier/Contractor shall be responsible for providing their own fuel source to run their generators.
- 3.2.9** The Supplier/Contractor shall provide plates, napkins, containers, and utensils for all meals.
- 3.2.10** The Supplier/Contractor shall understand that normal food suppliers in our area will be closed, without power and unavailable for re-supply. The Supplier/Contractor shall plan for restocking from outside the immediate area. Please submit your plan of action with your proposal, assume worst conditions such as a major category three (3) or above hurricane.
- 3.2.11** All refuse and waste material created by the Supplier/Contractor's operation shall be promptly disposed of after each meal. Suppliers/Contractors are requested to provide their plan with their proposal for handling gray water, cooking oils and other by-products. Supplier/Contractor is responsible for providing waste containers and trash bags.
- 3.2.12** The Supplier/Contractor shall not serve leftovers from the previous day.
- 3.2.13** The Supplier/Contractor shall provide measured serving portions to equal one meal plus one-half of a second meal. The one and one-half serving portion shall constitute the bid price for one meal as entered on the Cost Proposal Page.
- 3.2.14** After completion of services for a specific event the successful Supplier/Contractor shall submit an invoice to the City Representative. The invoice must itemize the actual meal counts received with supporting back-up receipts and it must reflect the firm fixed contract price per meal. The City reserves the right to pay by credit card when permitted.
- 3.2.15** The successful Supplier/Contractor must provide emergency contact phone numbers that will allow twenty-four (24) hour seven (7) days a week contact.

3.2.16 Supplier/Contractor shall have the option to prepare all meals offsite or at site(s) designated by the Emergency Coordinator or designee. The Supplier/Contractor is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Cambro type containers, chafing dishes or steam tables for meals that will be served in-house and provide disposable containers for meals delivered to designated locations or that are picked up by individuals going out into the field.

3.2.17 Waste foods shall be kept in closed metal or plastic containers until removed from the serving locations.

3.3 Personnel Requirements:

3.3.1 All employees of the Supplier/Contractor shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards City representatives, the public, and their fellow personnel.

3.3.2 The Supplier/Contractor shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy and service required.

3.3.3 The Supplier/Contractor shall adhere to the adequate number of employees, compatibility of food and beverage products, and other rules and regulations pertinent to the event.

3.3.4 The Supplier/Contractor shall provide an adequate number of employees to operate the site(s) to run their catering operation.

3.4 Delivery/Distribution of Meals:

The names of the anticipated sites to which meals will be sorted, labeled, delivered and or prepared at and their addresses at each site are as follows:

3.4.1 Public Works Administration & Utilities: 949 NW 38th Street, Fort Lauderdale, FL 33309.

3.4.2 Parks and Recreation / Fleet: 220 S.W. 14th Ave, Fort Lauderdale, FL 33312

3.4.3 Police Department & Fire Logistics: 1300 W Broward Blvd, Fort Lauderdale, FL 33312

3.4.4 Public Works-Engineering & Sustainability: 100 N. Andrews Ave., Fort Lauderdale, FL 33301

3.4.5 TAM & Parking: 290 NE 3rd Ave., Fort Lauderdale, FL 33301

3.4.6 Sustainable Development: 700 NW 19th Avenue, Fort Lauderdale, FL 33311

3.4.7 Fort Lauderdale Executive Airport (FXE): 6000 NW 21st Ave Fort Lauderdale, FL 33309

3.4.8 Emergency Operations Center (EOC): 2200 Executive Way, Fort Lauderdale, FL 33309

3.4.9 Optional Food Truck Placement Locations: (Deliveries May Still be Required)

a. Townsend Park: 1400 Argyle Drive, Fort Lauderdale, FL 33312

b. City Hall (North Parking Lot): 100 N. Andrews Ave, Fort Lauderdale, FL 33301

c. Hardy Park: 25 SW 9th Street, Fort Lauderdale, FL 33315

d. Mills Pond Park: 2201 NW 9th Ave., Fort Lauderdale, FL 33311

e. Public Works Administration & Utilities: 949 NW 38th Street, Fort Lauderdale, FL 33309

3.5 Delivery/Prepared Times:

The meals shall be delivered by the Supplier/Contractor at the following times:

- Breakfast 5:00 AM – 9:00 AM
- Lunch 11:00 AM – 2:30 PM
- Dinner 5:30 PM – 8:00 PM
- Snack 11:00 PM – 1:00 AM (if requested)

3.6 Food and Beverage Requirements:

The Supplier/Contractor shall provide the following minimum menu in sufficient quantities as requested by the City. Bidder shall quote a total cost per person based on this menu, the number of serving sites described above and portion sizes. Portions are based on adult, per person. **The City encourages Bidders to submit alternate menus and suggestions to provide a variety of foods.** The following is the suggested standard menu on which the bid should be based.

A. Minimum Suggested Menu:

<u>ITEM DESCRIPTION</u>	<u>SERVING SIZE PER ADULT</u>
1. Breakfast to include:	
a. Egg croissant, with ham, bacon or turkey	1 each
b. Bagels and Pastries	1 each
c. Cold Cereal	1 Serving
d. Fresh Fruit	1 Serving
e. Coffee (sugar, creamers, stirrers, and cups)	1 Serving, 8 oz. size
f. Bottle of water	1 Serving, 16 oz. size
2. Lunch to include:	
a. Sandwich (<i>6" Whole-Grain Sub or comparable</i>) (Turkey, ham, roast beef, or tuna salad, with cheese, lettuce, tomato, and pickle)	1 each
b. Whole fruit (<i>apple, orange, banana, etc.</i>)	1 piece
c. Potato chips	1 single serving bag
d. Dessert (<i>Example: cookie, pudding, brownie</i>)	1 serving
e. Bottle of water	1 serving, 16 oz. size
3. Dinner to include:	
a. Hot entrée	8 oz. of meat and or pasta - (<i>no-meat for vegetarian option</i>)
b. Side vegetable	8 oz. serving
c. Tossed salad with dressing	1 serving
d. Dinner roll and butter	1 each
e. Dessert (<i>Example: cake, cookie, or similar</i>)	1 serving
f. Bottle of water	1 serving, 16 oz. size
4. Snack to include:	
a. Soup with roll or crackers	10 oz. serving
b. Sandwich (ham, turkey, roast beef, tuna)	1 each
c. Chips	1 single serving bag
d. Cookies, pudding, cakes	1 serving
e. Coffee, tea, soda, water, lemonade	1 serving, 16 oz. size

B. Please keep in mind Vegetarian and Kosher-Style (No-Pork) options with menus.

1. Example: Vegetarian Option Sandwich: Dark greens, cheese, plus 3 veggies (tomatoes, peppers, onions, carrots, avocado, etc.)

2. Example Kosher-Style Option Sandwich: Turkey, roast beef, or tuna salad, with dark greens, tomato and pickle)

C. Accompaniments: To be included in total cost per person.

1. Condiments: salt, pepper, regular sugar, sugar substitute, mustard, ketchup, and mayonnaise will be provided in individual sealed packets. **NO** jars or other large serving containers will be accepted. The items listed should not require spoilage protection.
2. Disposable Dinnerware: Meals should be provided in boxes or other covered, heavy-duty dinner plates as appropriate for the meal. Napkins and utensils (heavy duty knives, forks, and spoons) will be provided by the Supplier/Contractor as well.
3. Bulk beverages: The City may request the following items to be delivered in bulk in some type of plastic or metal container that holds a minimum of 30 servings. The container must hold the appropriate temperature for a reasonable length of time. These items would be in addition to any beverages provided with the meals shown above. Each container shall bear the name of the Supplier/Contractor to aid in their return. **The bidder will specify a cost per large container. Please DO NOT bid a price per individual serving.**
 - a. Hot coffee: with appropriate number of cups for the container size plus 10%, dry creamer in shakers or packets, sweeteners (sugar and substitute) and stirrers. Serving size 8 ounces.
 - b. Iced tea, unsweetened with appropriate number of cups for the container size plus 10%. Serving size is 12 ounces.
 - c. Lemonade with the appropriate number of cups for the container size plus 10%. Serving size is 12 ounces.

- D. Based on the severity of a storm or other emergency event, as well as the extent of damage, the number of meals required may be reduced by 25%. Any such changes to the number of meals shall be communicated to the Supplier/Contractor by the City a minimum of 24 hours before a meal is scheduled for delivery.

3.7 Permits/Licenses

The Supplier/Contractor will be responsible for ensuring that he/she/it has obtained all pertinent permits and licenses from the appropriate governmental agencies to provide the services described herein.

3.8 City to Provide

- 3.8.1 Reimbursement for lost beverage containers provided in accordance with above section 3.6 C-3 - Bulk beverages.
- 3.8.2 A site for the placement of any facility erected by the Supplier/Contractor under section 3.2. The City **will not** provide any tables or other equipment for this site.
- 3.8.3 Notification to the Supplier/Contractor of the number of meals to be delivered for each meal.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property 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 AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. 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 this contract if the Contractor does not transfer the records to the City.
4. 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 the service. If the Contractor transfers all public records to the City upon completion of this 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 this 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.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and

information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the Supplier/Contractor's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

Also provide information on your firm's current workload, other contracts already or being awarded by other private and government entities, and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When

- D. Where
- E. Why
- F. How

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

I. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

J. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria (below is sample only, must customize for each RFP)

CRITERIA	PERCENTAGE
Understanding if the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required as well as suggested menu options.	50%
Experience, qualifications, and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	20%
Total Project Cost	30%
TOTAL PERCENTAGE AVAILABLE	100%

5.3 Contract Award

The City reserves the right to award a contract to that Supplier/Contractor who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE**Proposer Name:** _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, owned equipment, and inventory.

DESCRIPTION – One Day of Meals	QUANTITY	UNIT	UNIT PRICE	TOTAL
Breakfast - 5:00:00 AM - 9:00 AM	889	Per Person	\$ -	\$ -
Lunch - 11:00 AM - 2:30 PM	889	Per Person	\$ -	\$ -
Dinner - 5:30 PM - 8:00 PM	946	Per Person	\$ -	\$ -
Snack - 11:00:00 PM - 1:00 AM	757	Per Person	\$ -	\$ -
TOTAL	3469			\$ -

Submitted by:_____
Name (printed)_____
Signature_____
Date_____
Title

EXHIBIT "A"

		POST-EVENT					Kosher Style or Vegetarian/Meal
Department	Food Destination	Breakfast (5-9:00 am)	Lunch (11a-2:30 p)	Dinner (5:30-8:00 p)	Snack (11 pm - 1 am)	TOTAL	(EX.: 1-K / 2-V)
Police	1300 W Broward Blvd, Fort Lauderdale, FL 33311	0	0	355	355	710	
IT - at PD	1300 W Broward Blvd, Fort Lauderdale, FL 33311	2	2	2	2	8	
FVS / Garage	1300 W Broward Blvd, Fort Lauderdale, FL 33311	38	38	26	26	128	3-V
Parks & Rec	1300 W Broward Blvd, Fort Lauderdale, FL 33311	14	14	14	0	42	1-V
Parks & Rec	1300 W Broward Blvd, Fort Lauderdale, FL 33311	0	0	0	0	0	
Parks & Rec	1300 W Broward Blvd, Fort Lauderdale, FL 33311	57	57	57	57	228	2-K / 2-V
Parks & Rec	1300 W Broward Blvd, Fort Lauderdale, FL 33311	5	5	0	0	10	
Parks & Rec	1300 W Broward Blvd, Fort Lauderdale, FL 33311	47	47	47	47	188	2-K / 2-V
Park Operations	1300 W Broward Blvd, Fort Lauderdale, FL 33311	47	47	47	47	188	2-K / 2-V
Sanitation	1300 W Broward Blvd, Fort Lauderdale, FL 33311	45	45	45	0	135	2-V
Facilities Maintenance	1300 W Broward Blvd, Fort Lauderdale, FL 33311	38	38	0	0	76	6V;4K
Cemetery	1300 W Broward Blvd, Fort Lauderdale, FL 33311	22	22	22	22	88	2-K / 2-V
Cemetery Superintendent	1300 W Broward Blvd, Fort Lauderdale, FL 33311	1	1	1	1	4	1 K
Marine Facilities	1300 W Broward Blvd, Fort Lauderdale, FL 33311	4	4	4	4	4	
SUBTOTALS		320	320	620	561	1809	
PW/Engineering/Sustainability	100 N. Andrews Ave., Fort Lauderdale, FL 33301	30	30	30	0	90	3-V
IT / Security - at City Hall	100 N. Andrews Ave., Fort Lauderdale, FL 33301	4	4	4	4	16	
TAM/Parking	100 N. Andrews Ave., Fort Lauderdale, FL 33301	30	30	30	30	120	20-V
DSD	700 NW 19th Avenue, Fort Lauderdale FL 33311	50	50	0	0	100	
SUBTOTALS		114	114	64	34	326	
PW / Utilities	949 NW 38 Street, Oakland Park, FL 33309	343	343	150	50	886	10-V
Fire Recue - (Fire Logistics)	1300 SW 1st Ave, Fort Lauderdale, FL 33315	30	30	30	30	120	3-V
FXE at FXE	6000 NW 21st Ave Fort Lauderdale, FL 33309	15	15	15	15	60	
EOC/FS 53	2200 Executive Way, Fort Lauderdale, FL 33309	67	67	67	67	268	7-V
SUBTOTALS		455	455	262	162	1334	
		889	889	946	757	3469	CAM 21-0806 Exhibit 6

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 **SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. 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.
4. 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 the service. 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.

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

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(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | | <p>is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.</p> |
| | (Business Name) | |
| (2) | | <p>is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.</p> |
| | (Business Name) | |
| (3) | | <p>is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.</p> |
| | (Business Name) | |
| (4) | | <p>is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.</p> |
| | (Business Name) | |
| (5) | | <p>is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.</p> |
| | (Business Name) | |

BIDDER'S COMPANY:

AUTHORIZED

CAM 21-0806

Exhibit 6

Page 60 of 164

COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-ISO 03/17/2021

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, ~~or any other damages~~

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

Question and Answers for Bid #12561-815 - Emergency Catering Services

Overall Bid Questions

There are no questions associated with this bid.

AshBritt

Bid Contact **Dilia Camacho**
procurement@ashbritt.com
Ph 954-725-6992

Address **565 Hillsboro Blvd.**
Deerfield Beach, FL 33441

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12561-815--01-01	Pricing: See Cost Proposal Page in Bid Document	Supplier Product Code: See Pricing Sheet in Proposal Supplier Notes: Pricing sheet contained within the PDF Response Document	First Offer - \$0.00	1 / each	\$0.00	Y Y
					Lot Total	\$0.00
					Supplier Total	\$0.00

AshBritt

Item: **Pricing:See Cost Proposal Page in Bid Document**

Attachments

2021 AshBritt Inc. Response to the City of Ft. Lauderdale Emergency Catering Services.pdf



MISSION

As the nation's leader in disaster response and recovery services, the mission of our team is to support communities and help the families in time of need.

VALUES

Ensure safety, integrity, commitment to service and teamwork.

VISION

Transform the industry through innovative and sound initiatives to support all communities with their environmental, infrastructure and sustainability needs.

www.ashbritt.com

Solicitation 12561-815

Emergency Catering Services

PLEASE DELIVER TO:

Laurie D Platkin, CPPB
Senior Procurement Specialist
Finance - Procurement Division

OPENING DATE & TIME ON:

Thursday, July 22, 2021 at 2:00 PM



AshBritt Inc. Response to the City of Fort Lauderdale



July 10, 2021

Laurie D Platkin, CPPB
Senior Procurement Specialist
Finance - Procurement Division

RE: Bid# 12561-815 for Emergency Catering Services

Ms. Platkin

AshBritt, Inc. (AshBritt) is the national leader in disaster response and recovery operations, and with our team partner Silver Lining Catering, is pleased to respond to the City of Fort Lauderdale's Bid for Emergency Catering Services.

Originally founded as a landscape company, AshBritt's first disaster response was in support of Hurricane Andrew in 1992. Since then, AshBritt has managed and performed more than 400 disaster recovery projects and 31 special environmental projects across the United States since our inception in 1992. We have been directly involved in the disaster recovery efforts of more than 60 federally declared disasters in 20 states. AshBritt is one of only two firms to have been a part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE).

▲ *Emergency Catering and Food Experience*

AshBritt has provided catering and meals ready to eat for multiple clients in the past few years and has summarized a brief overview below.

- Florida Division of Emergency Management in response to COVID-19 (Catered Meal)
- Monroe County, FL for Hurricane Irma (Catered Meal)
- Collier County, FL for Hurricane Irma (Catered Meal)
- The City of Miami Beach, FL for Hurricane Ike (MRE's)
- Victoria County, TX for Hurricane Harvey (MRE's)
- The City of Fort Bend, TX for Hurricane Harvey (MRE's)
- USACE for Hurricane Katrina (Catered Meal)

▲ *Other Recent Emergency Response Experience*

Oregon Wildfires (2020-2021): AshBritt is performing private property debris removal for the Oregon Department of Transportation in Jackson County, OR, and Lane County, OR. These operations include the removal of dead or dying hazardous trees from private property, the removal and disposal of the ash footprint, which consists of metals, ash, and fire debris, concrete, asbestos-containing material, and contaminated soil and residual ash. Once these materials are removed, soil testing is performed on each lot, and if the lot is deemed as clean of all fire debris, then erosion control measures are put in place.

COVID-19 Response (2020-2021): Between the State of Florida, Texas, and Virginia, AshBritt provided over 1,000,000 vaccines, 2,500 monoclonal infusions, cared for 150 COVID patients in alternative care facilities, all while managing over 2,500 employees.

We provided meal service to the state of Florida Division of Emergency Management at two COVID-19 testing sites (Hard Rock Stadium and C.B. Smith Park) in pre-packaged individual grab-and-go meals using food-safe containers.

In the State of Massachusetts, we were tasked with providing 5 medical shelters, totaling 1,911 beds. Each shelter included mobile showers, mobile bathroom trailers, ADA compliant shower and bathroom trailers, potable water, heavy-duty cots, linen service, laundry service, power generation, sleep kits, GFI stringers, and 10x10 ft. partitions.

Hurricane Irma (2017): AshBritt was the disaster response contractor for all of Collier County, Florida, and **provided catering services throughout the project.** Meals were served for breakfast, lunch, and dinner. These services were provided with our subcontracting partner Silver Lining Catering. AshBritt intends on utilizing them as our partner for the City of Fort Lauderdale, FL, if awarded this contract.

AshBritt provided Monroe County with two base camps capable of housing over 1,000 people. Meals were served for breakfast, lunch, and dinner. AshBritt provided a host of other disaster response and recovery-related services for this mission as well. These base camps had full amenities for sleeping, wash stations, and bathrooms.

Hurricane Harvey (2017): AshBritt completed 13 separate disaster missions throughout the state of Texas in response to Hurricane Harvey, where numerous ancillary services were provided to multiple clients, **including meals ready to eat for breakfast, lunch, and dinner.**

▲ **Financial Strength**

AshBritt's current bonding capacity is \$650,000,000. AshBritt underwrote \$100,000,000 during our operation for the United States Army Corps of Engineers (USACE) Hurricane Katrina mission and currently has \$50,000,000 of company working capital.

▲ **Commitment to Safety**

AshBritt maintains an excellent safety record. **Our Experience Modification Rating is .72.**

▲ **Commitment to Community**

The AshBritt Foundation is the philanthropic arm of the AshBritt organization with a primary mission of supporting communities where we live and work. The AshBritt Foundation supports four primary areas: Disaster Impacted Communities, Vocational Schools & Technical Training, Youth Education, and Mental Health. The AshBritt Foundation aims to further serve communities long after the immediate recovery ends.

▲ **Local Partners**

Working with local and regional partners and with small and minority-owned businesses is one of AshBritt's core corporate values. We look forward to identifying additional local and regional subcontracting partners.

Primary Contact for Bid:

Dow Knight, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 818-4416
Email: dow@ashbritt.com

Corporate Headquarters:

565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Web: www.ashbritt.com

Contact with the Ability to Bind AshBritt:

Brittany Perkins Castillo, CEO
Dow Knight, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 818-4416
Email: dow@ashbritt.com

AshBritt explicitly accepts all conditions and requirements contained in this RFP. We appreciate your time and consideration and look forward to continuing our relationship as your disaster recovery partner.

Sincerely,



Dow Knight
Sr. Vice President

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

THE ASHBRIIT DIFFERENCE



AshBritt's participation in the **National Response Framework** dates back to 1998 as a debris contractor for the **United States Army Corps of Engineers (USACE)**.

400+ DISASTER RESPONSE MISSIONS
31 SPECIAL ENVIRONMENTAL PROJECTS
60+ FEDERALLY DECLARED DISASTERS
20 DIFFERENT STATES



In the last seven years, AshBritt removed over **30,000,000 cubic yards** of debris. Giving AshBritt more experience than any other company in the industry.

ASHBRITT'S BONDING CAPACITY IS \$650,000,000 AND HAS \$50 MILLION OF COMPANY WORKING CAPITAL



AshBritt's Senior Operations team has worked together for at least 15 years.



HURRICANE KATRINA USACE MISSION 2005

- Collected and removed 9,000,000 cubic yards (YD³) of debris during the first 60 days.
- Average production rate of 150,000 YD³/day. Collected & removed 21,500,000 YD³ of debris.
- Underwrote \$100,000,000.



U.S. ARMY CORPS OF ENGINEERS MISSION, NORTHERN CALIFORNIA FIRES 2017

- AshBritt conducted fire debris removal operations on 1,900 properties in Northern California.
- Removed 770,000 tons of fire debris within the 4 impacted jurisdictions.
- At peak, AshBritt had 115 debris removal crews working, 553 trucks & moved 25,000 tons of fire debris in one day.



HURRICANE IRMA & HURRICANE HARVEY 2017

- Activated as the prime contractor in 80 jurisdictions in Florida, Georgia, South Carolina, and Texas.
- AshBritt cleared and processed 12,000,000 YD³ of debris.



HURRICANE MICHAEL 2018

- 11 separate debris removal missions across Florida and Georgia.
- Collected over 13,700,000 YD³ of disaster-generated debris.
- Managed 16 Debris Management Sites.



HURRICANE DORIAN 2019

- Collected 615,000 YD³ of disaster-generated debris.



AshBritt has an Experience Modification Rating of 0.71 and an ISNetworld safety "A" ranking.

AshBritt takes pride in being part of the **long-term recovery** of a community and has contributed over **\$5 Million to community driven initiatives through the AshBritt Foundation.**



SUPPORTING LOCAL & SMALL BUSINESSES

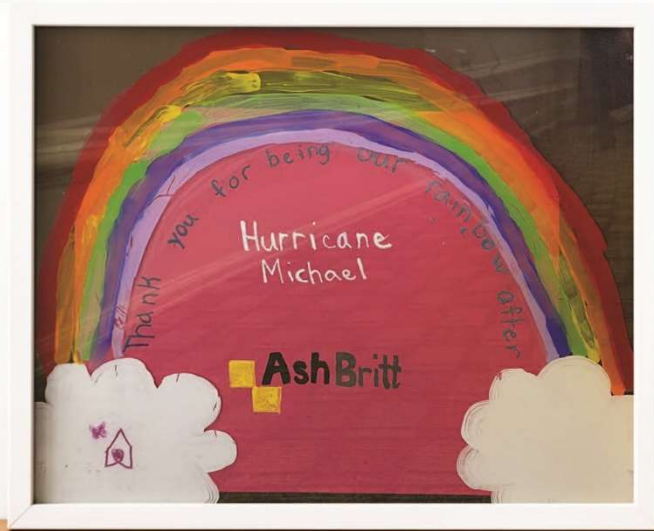
AshBritt works with Small, Disadvantaged, Minority-Owned, Women-Owned, HUB Zone, and Veteran-Owned business enterprises.

ASHBRITT.COM

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES



*We are there when
you need us.*



ABOUT US

AshBritt is a national emergency management, logistics and disaster response contractor. The AshBritt Foundation is the philanthropic arm of the AshBritt organization supporting four primary areas: Disaster Impacted Communities, Vocational Schools and Technical Training, Youth Education, and Mental Health.

MISSION

The AshBritt Foundation supports communities before, during, and after a crisis event.

PRIMARY AREAS OF SUPPORT



Disaster Impacted Communities

To give back to communities where AshBritt works post-disaster and to support the long-term recovery of disaster impacted communities.



Vocational Schools and Technical Training

To support programs and educational facilities providing technical training skills, and individuals in those programs.



Youth Education

To provide opportunities for young people to learn about emergency management response and recovery and to support STEM learning opportunities.



Mental Health

To provide resources and support to organizations and initiatives that serve the mental health needs of a community.



AshBritt Team Members may only temporarily live and work in disaster impacted regions, but we become forever members of the communities where we live and serve.

COMMUNITYPARTNERSHIPS@ASHBRITT.COM

ASHBRITT COMMUNITY PARTNERSHIPS

ASHBRITT.COM

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

■ *Table of Abbreviations*

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| <ul style="list-style-type: none"> ■ ACI - Air Curtain Incinerator ■ ACM - Asbestos-Containing Materials ■ ADA - American Disability Act ■ ADMS - Automated Debris Management System ■ AHA - Activity Hazard Analysis ■ C&D - Construction & Demolition ■ CEMP - Comprehensive Emergency Management Plans ■ CFR - Code of Federal Regulations ■ CQCM - Contractor Quality Control Management ■ DBE - Disadvantaged Business Enterprise ■ DEMHS - Division of Emergency Management and Homeland Security ■ DFO - Disaster Field Office ■ DSR - Damage Survey Reports ■ EHSM - Environmental Health & Safety Manager ■ EOC - Emergency Operations Center ■ EPA - Environmental Protection Agency ■ EPLS - Excluded Party List System ■ ER - Emergency Relief ■ FAR - Federal Acquisition Regulations ■ FCO - Federal Coordinating Officer ■ FDEM - Florida Division of Emergency Management ■ FEMA - Federal Emergency Management Agency ■ FHWA - Federal Highway Administration ■ FMAG - Fire Management Assistance Grant ■ GATOR - Geospatial Assessment Tool for Operations and Response ■ HHW - Household Hazardous Waste ■ HMGP - Hazard Mitigation Grant Program ■ HUB - Historically Underutilized Businesses ■ ICS - Incident Command System ■ LSA - Logistical Staging Areas ■ MBE - Minority-Owned Business Enterprises ■ MEMA - Massachusetts Emergency Management Agency ■ MOT - Maintenance of Traffic ■ MRE - Meals Ready to Eat ■ MUTCD - Manual on Uniform Traffic Control Devices ■ NEPA - National Environmental Policy Act ■ NESHA - National Emission Standards for Hazardous Air Pollutants ■ NIMS - National Incident Management System | <ul style="list-style-type: none"> ■ NJDEP - New Jersey Department of Environmental Protection ■ NRP - National Response Plan ■ NTP - Notice-to-Proceed ■ OCC - Office of Chief Counsel ■ OSHA - Occupational Safety and Health Administration ■ PAPPG - Public Assistance Program and Policy Guide ■ PDAT - Procurement Disaster Assistance Team ■ POD - Points of Distribution ■ PPDR - Private Property Debris Removal ■ PPE - Personal Protective Equipment ■ PSA - Public Service Announcements ■ PW - Project Worksheet ■ QC - Quality Control ■ QCM - Quality Control Manager ■ QCR - Quality Control Representative ■ RACM - Regulated Asbestos-Containing Material ■ ROE - Right-of-Entry ■ ROV - Remotely Operated Vessel ■ ROW - Right of Way ■ RSM - Recovered Screened Material ■ SAD - South Atlantic Division ■ SAM - System for Award Management ■ SBE - Small Business Enterprises ■ SERT - State Emergency Response Team ■ SHPO - State Historic Preservation Officer ■ SOP - Standard Operating Procedures ■ SPD - South Pacific Division ■ SRIA - Sandy Recovery Improvement Act ■ THPO - Tribal Historic Preservation Officer ■ USACE - United States Army Corps of Engineers ■ VBE - Veteran-Owned Business Enterprises ■ WBE - Women-Owned Business Enterprises |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

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SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

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Tab 2. Executive Summary

■ Business Background

AshBritt Inc. is a Sub-Chapter S Corporation. We are a national leader in disaster response, emergency catering, and recovery services in terms of experience, capacity, quality of service, operational innovation, and financial strength. AshBritt is exclusively a disaster response and recovery contractor, and we continue to bring the best recovery solutions to the City of Fort Lauderdale.



AshBritt's core team members have worked together for over 15 years. Our size fluctuates depending on the magnitude and needs for each storm season. At times, AshBritt has over 100 project managers, supervisors, and quality control managers but averages around 40 personnel.

Since our inception in 1992, we have conducted over 400 disaster projects and 31 special environmental projects of various sizes. **AshBritt has been your disaster recovery and debris removal contractor since 2018.** We have been directly involved in the recovery efforts of over 60 federally declared disasters in 20 states, beginning with Hurricane Andrew in South Florida and, most recently, with the 2020 Oregon wildfires.

Within the last 10-years, the AshBritt Team has provided an assortment of emergency catering services to some of our valuable customers:

- **Florida Division of Emergency Management** in response to COVID-19 (Catered Meal) (5,000+ meals served)
- **Monroe County, FL** for Hurricane Irma (Catered Meal) (15,000+ meals served)
- **Collier County, FL** for Hurricane Irma (Catered Meal) (8,000+ meals served)
- **The City of Miami Beach, FL** for Hurricane Ike (MRE's) (384 meals served)
- **Victoria County, TX** for Hurricane Harvey (MRE's) (1,664 meals served)
- **The Fort Bend County, TX** for Hurricane Harvey (MRE's) (4,828+ meals served)
- **USACE** for Hurricane Katrina (Catered Meal) (10,000+ meals served)

Our Past Experience Table illustrates our broad and extensive performance record. AshBritt has successfully responded to emergency food shortages, hurricanes, tornadoes, tropical storms, floods, snowstorms, ice storms, earthquakes, wildfires, invasive species infestation, and biohazard pandemics. AshBritt has responded to **163 missions throughout Florida** dating back to 1992.

AshBritt has collected over 72,000,000 cubic yards of disaster-generated debris and managed more than 171,500,000 cubic yards of disaster-generated debris.

In the last five years, AshBritt completed disaster recovery projects in the states of FL, GA, VA, SC, TX, MS, MA OR, CA, KS, CT, NY, and MD.

- 2021 Texas Division of Emergency Management COVID Vaccine Sites
- 2021 Florida Division of Emergency Management COVID Vaccine Sites
- 2021 Virginia Department of Emergency Management COVID Vaccine Sites
- 2021 Oregon Wildfires (DR-4562)
- 2020 Hurricane Sally (DR-4564)
- 2020 Hurricane Laura (DR-4559)
- 2020 Tropical Storm Isaias (DR-3535)
- 2020 COVID-19 Miami School Disinfection (DR-4512)
- 2020 COVID-19 Massachusetts Shelters (DR-4512)
- 2020 Hurricane Zeta (DR-4576)
- 2020 Virginia Severe Storms

**The disaster experience
AshBritt has gained in the last
5 years is unmatched by any
other firm in the industry.**

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

- 2020 Massachusetts Tornado
- 2019 Virginia Strong Storms
- 2019 Hurricane Dorian (DR-4468)
- 2019 Tropical Storm Imelda (DR-4466)
- 2019 Winter Storm Gia
- 2018 Camp Fire (DR-4407)
- 2018 Hurricane Michael (DR-4399)
- 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344)
- 2017 Hurricane Irma (DR-4337)
- 2017 Hurricane Harvey (DR-4332)
- 2016 Hurricane Matthew (DR-4283,4284,4286)
- 2016 California Blue Cut Fire (FM-5147)
- 2016 California Soberanes Fire
- 2016 Texas Severe Storms and Flooding (DR-4269)
- 2016 Collier County Severe Storm
- 2016 Winter Storm Jonas

Note: We've included the FEMA declaration (DR) number after projects that were federally declared disaster events.

AshBritt's participation in the National Response Framework dates back to 1998 as a contractor for the United States Army Corps of Engineers (USACE). In 2014, we were awarded the primary contract for the South Pacific Division (SPD) and South Atlantic Division (SAD) for USACE pre-positioned Advanced Contracting Initiative (ACI) debris removal contracts. The USACE SAD region includes Florida, Georgia, Alabama, North Carolina, and South Carolina. The USACE SPD region includes California, New Mexico, Nevada, Arizona, and Utah. The USACE adheres to the most stringent federal guidelines when selecting pre-positioned disaster recovery contractors. This award represents the most elite contract in the disaster recovery industry.

AshBritt maintains the highest levels of safety, quality, and integrity in conducting our services and operations while adhering to all guidelines set forth by *OSHA*, *USACE*, *EPA*, and *FEMA*. In support of past events, we have always met or exceeded small business requirements. AshBritt was once a small business, and we recognize utilizing disadvantaged businesses, including but not limited to: Small Business Enterprises (SBE), Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VBE) to the fullest extent possible in accordance with 2 CFR 200.

**In terms of safety, AshBritt has an
ISNetworld "A" ranking, an Experience
Modification Rating of .72.**

AshBritt also has a foundation that is an integral part of our company. The AshBritt Foundation is the philanthropic arm of the AshBritt organization with a primary mission of supporting communities where we live and work. The AshBritt Foundation supports four primary areas: Disaster Impacted Communities, Vocational Schools & Technical Training, Youth Education, and Mental Health. The AshBritt Foundation aims to further serve communities long after the immediate recovery ends.

• *Current Offices*

Below is a list of AshBritt's current offices. **AshBritt's Corporate Office in Broward County, FL will be responsible for servicing the City of Ft. Lauderdale.**

Deerfield Beach, FL Corporate Office

Address: 565 East Hillsboro Blvd. Deerfield Beach, FL 33441

Austin, TX Office

Address: PO Box 5609 Austin, TX 78763

Los Angeles, CA Office

Address: 550 S. Hope St., Suite 1910, Los Angeles, CA 90071

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

• ***Key Personnel Involved with the Work - Years of Experience***

AshBritt's core team members have worked together for over 17 years. The following chart indicates the years each individual has worked in the Disaster Recovery, Emergency Catering, Ancillary Services, and Debris Management Industry. *The project lead is denoted by a (*) by their name. Key support personnel is denoted by a (**) by their name. Those with over 12 years of AshBritt experience are highlighted in yellow:*

Key Personnel	Position	General Work Experience	Disaster Recovery, Emergency Catering, and Debris Removal Experience
Brittany Perkins	Chief Executive Officer	13	13
Randal Perkins	Senior Operations Advisor	33	29
John Noble	Chief Operations Officer	30	29
Dow Knight*	Project Manager	29	17
Daniel Moore*	Food Handler Manager	35	35
Matt Linder**	Kitchen Manager	29	29
Matt Gierden**	Operations Manager	20	17
Rob Ray**	Quality Control Manager	29	17
Victor Torres**	Food Quality Control Manager	12	12
Zachary Mansfield**	Food Distribution Manager	10	10
Jason Fawcett**	Operations Supervisor	29	19
Christine D'Emidio**	Controller	15	15
Richie Bensch**	Operations Supervisor	24	24
Holly Raschein**	Director of Government Relations	20	12
Dilia Camacho**	Quality Control Representative	24	5

Tab 3. Experience and Qualifications

AshBritt is a Sub-Chapter S Corporation and has been providing disaster recovery services for 29 years. This includes but is not limited to, emergency catering, disaster recovery, and emergency debris removal services. **AshBritt is partnering with Silver Lining Catering for this response to the City of Fort Lauderdale. We have worked together on multiple projects in the past, and we believe our partnership will benefit the City in providing efficient meals of the highest quality.**

■ Past Projects Overview

As mentioned in the previous section, the AshBritt Team has provided an assortment of emergency catering services to some of our valuable customers:

- **Florida Division of Emergency Management** in response to COVID-19 (Catered Meal) (5,000+ meals served)
- Monroe County, FL for Hurricane Irma (Catered Meal) (15,000+ meals served)
- Collier County, FL for Hurricane Irma (Catered Meal) (8,000+ meals served)
- The City of Miami Beach, FL for Hurricane Ike (MRE's) (384 meals served)
- Victoria County, TX for Hurricane Harvey (MRE's) (1,664 meals served)
- Fort Bend County, TX for Hurricane Harvey (MRE's) (4,828+ meals served)
- USACE for Hurricane Katrina (Catered Meal) (10,000+ meals served)

• Recent Project Summaries

▪ Florida Division of Emergency Management Meal Service (2020)

We provided meal service to the state of Florida Division of Emergency Management at two COVID-19 testing sites (Hard Rock Stadium and C.B. Smith Park) in pre-packaged individual grab-and-go meals using food-safe containers.

▪ Hurricane Irma (2017)

AshBritt was the disaster response contractor for all of Collier County, Florida, and **provided catering services throughout the project.** Meals were served for breakfast, lunch, and dinner. These services were provided with our subcontracting partner Silver Lining Catering. AshBritt intends on utilizing them as our partner for the City of Fort Lauderdale, FL, if awarded this contract.

AshBritt provided Monroe County with two base camps capable of housing over 1,000 people. Meals were served for breakfast, lunch, and dinner. AshBritt provided a host of other disaster response and recovery-related services for this mission as well. These base camps had full amenities for sleeping, wash stations, and bathrooms.

▪ Hurricane Harvey (2017)

AshBritt completed 13 separate disaster missions throughout the state of Texas in response to Hurricane Harvey, where numerous ancillary services were provided to multiple clients, **including meals ready to eat for breakfast, lunch, and dinner.**

■ Ability to Meet Time and Budget Requirements

Our team presented within owns and operates several 24 hour fully generated facilities throughout Florida. With a highly trained team, we are capable of quickly activating and deploying catering to many different sites along with the ability to build on-site kitchens and areas to feed. With the proper planning and logistics, we can stick to our budgets and deliver great food and service in a timely manner.

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

■ Conservation

We are always using eco-friendly packaging and currently recycle our trash within our facility. Having a large volume of products in and out of our buildings, we are committed to maximizing our part in conservation.

■ Entity Information – AshBritt

Primary Contact for RFP:

Dow Knight, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 818-4416
Email: dow@ashbritt.com


Corporate Headquarters:

565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Web: www.ashbritt.com
Email: response@ashbritt.com

Contact with the Ability to Bind AshBritt:


Brittany Perkins Castillo, CEO
Dow Knight, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 818-4416
Email: dow@ashbritt.com

▪ Florida



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES


BATISTA, GREGORIO

ASHBRITT INC
3731 SW 47TH AVE SUITE 403
DAVIE FL 33314

LICENSE NUMBER: CGC060313

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021
DBA: ASHBRIIT INC
Business Name: ASHBRIIT INC

Receipt #: 189-4074
Business Type: ALL OTHER TYPES CONTRACTOR
 (POLLUTANT STORAGE CONTR)

Owner Name: JOHN WILLIAM NOBLE JR
Business Location: 565 E HILLSBORO BLVD
 DEERFIELD BEACH
Business Phone: 954-973-9200

Business Opened: 03/06/1996
State/County/Cert/Reg: PCC056744
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		14				
	For Vending Business Only					
	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS
THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

 ASHBRIIT INC
 565 E HILLSBORO BLVD
 DEERFIELD BEACH, FL 33441

Receipt # WWW-19-00212838
Paid 09/18/2020 54.00

2020 - 2021
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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State/County/Cert/Reg: PCC056744
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals			
		14					
Signature	For Vending Business Only						
	Number of Machines:			Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	54.00	0.00	0.00	0.00	0.00	0.00	54.00

Receipt # WWW-19-00212838
Paid 09/18/2020 54.00

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954)480-4333
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt License

2020-2021

License Number: 21-00028228

Date Issued: 10/1/2020

Expires: 9/30/2021

ASHBRITT INC
565 E HILLSBORO BLVD

Classification: GENERAL CONTRACTOR'S OFFICE

Business Location: 565 E HILLSBORO BLVD

Service(s): OFFICE: 2 LIC'D CONTRACTORS

Control Number: 0196350

DEERFIELD BEACH FL 33441

Tax Amount: \$ 58.80	Add. Fees: \$ 299.10	Penalty: \$ 0.00	Total Amount Paid: \$357.90
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Notice: This Tax Receipt becomes **NULL** and **VOID** if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records

***** Business Tax Receipt *****

2020-2021

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1st to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at www.deerfield-beach.com/signage.

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at infor@recyclingperks.com. For Information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.

State of Florida

Department of State

I certify from the records of this office that ASHBRITT, INC. is a corporation organized under the laws of the State of Florida, filed on October 28, 1992.

The document number of this corporation is P92000000600.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 20, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of January,
2021*



Randy Lee
Secretary of State

Tracking Number: 6194070168CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

• *Financial Capability & Resources*

Financial liquidity and an abundance of assets are critical to recovery success. Access to immediate operational funds, and in many cases longer-term credit, is one of the most vital factors in the response and recovery efforts that allow all activities to move forward to a successful project completion.

- **Bonding: Liberty Mutual - \$650 Million**
- **\$50 Million Company Working Capital Available**
- **\$25 Million Working Capital Line of Credit**
- **Underwrote \$100 Million for USACE Katrina Mission**

AshBritt, as the following financial overview illustrates, is financially sound and has the capital strength to accommodate the increased cash flow demands throughout any disaster recovery mission. We possess the financial capacity and ability to assume extensive and substantial expenditures for

prolonged periods (historically exceeding 150 days in some instances) before receiving any funds for our response and recovery services. Following any large-scale, widespread disaster event, the City's resources, infrastructure, and processes may become overwhelmed. Reliable financial support and sound management at this time are vital to this effort.

AshBritt is a proven nationwide disaster response and recovery firm with substantial financial resources, capabilities, and experience. Our historical record and our supporting financial documentation clearly validate these strengths. In the letter from our bonding company, they state:

"It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000.00 range with an overall program of \$650,000,000.00 US Dollars."

AshBritt possesses one of the most reputable records for ensuring that all of our employees, subcontractors, consultants, and independent contractors are paid in full as expeditiously as possible.

Our billing terms are typically net 30, yet, we have and can "underwrite" funds as necessary to keep any project progressing and on track to serve the best interest of our clients. With our capital reserves and our significant line of credit, as well as the ability to draw on resources from some of our long-standing business partners, we can maintain and finance multiple, large, and extended projects. Our ability to ramp-up and maintain a strong workforce during the Hurricane Sandy (2012) mission in New Jersey and Hurricane Katrina (2005) recovery mission in Louisiana and Mississippi is a solid testament to our financial capabilities. During these events, AshBritt was able to sustain operations that rapidly increased into the hundreds of millions of dollars without receiving any payment from our clients.

• *Bank and Bond Letter*

**** Please see the following pages for AshBritt's Bank and Bond Letter ****



July 9, 2021

To: City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Re: ASHBRIIT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH FL 334413543

I, Kimberly Bryson, a Senior Vice President of Bank of America, N.A. ("Bank of America"), confirm that ASHBRIIT INC. maintains balances with Bank of America in the eight figures. ASHBRIIT INC. has a Low to Mid Eight Figure Line of Credit Facility with Bank of America that has been handled as agreed.

This information is being delivered to you at the request of ASHBRIIT INC. Please note that the information set forth in this letter is subject to change without notice, and is provided in strictest confidence to you for this limited purpose and your use only, without any responsibility, guarantee, commitment or liability on the part of Bank of America, its affiliates or any of its or its affiliates' directors, officers or employees. Bank of America cannot provide any credit ratings or opinions of the creditworthiness of Ashbriit, and the above information does not constitute an opinion of Bank of America of the ability of ASHBRIIT INC. to successfully perform any obligations under any agreement it may enter into with you, Bank of America or any other entity. Finally, Bank of America undertakes no responsibility to update the information set forth in this letter.

If you have any additional questions, please do not hesitate to contact me.

Regards,

Kimberly Bryson

Senior Vice President
Senior Client Manager
Commercial Banking
Bank of America, N.A.
401 E. Las Olas Blvd., 9th Fl
Fort Lauderdale, Fl 33301
Ph. 954-765-2144
kimberly.bryson@bofa.com

BOA is unable to send originals at this time due to covid19 and if anyone needs to confirm the validity of the document, that they may contact Kimberly Bryson, SVP via email or phone

**Liberty Mutual Surety**

Marc Davis
Field Product Line SR UW

805 S. Wheatley Street, Ste 310
Ridgeland, MS 39157
Phone # 1-800-597-6227
Fax # 1-866-548-7538

July 9, 2021

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Re: AshBritt, Inc.

Dear Sir/Madam:

It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. for the past 10+ years. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000. range with an overall program of \$650,000,000 US Dollars.

Should any projects be awarded to and accepted by AshBritt, Inc. we are prepared to provide the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of AshBritt, Inc.

We are pleased to share with you our favorable experience and high regard for AshBritt, Inc. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between AshBritt, Inc. and Liberty Mutual Insurance Company.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (2005 Department Circular 570). Liberty Mutual Insurance Company is rate A (Excellent) Financial Size Category XV (\$2 Billion or greater) by A.M. Best Company.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Marc Davis
Field Product Line SR UW

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**
Entity Information - Silver Lining (Local Partner)

STATE OF FLORIDA
DIVISION OF HOTELS AND RESTAURANTS
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

Food Service Inspection Report

This inspection report must be made public upon request per Florida law.

**Met Inspection Standards during this visit
ANY VIOLATIONS noted herein must be corrected by the
NEXT UNANNOUNCED inspection unless otherwise stated.**

Inspection Date:	Nov 27, 2019 09:07 - Nov 27, 2019 10:05	License Expiration:	December 1, 2020
License Number:	1622869 Rank: NOST	Inspection Reason:	Routine - Food
Owner Name:	MITCH AMSTERDAM & MIKE LINDER	Business Name:	SILVER LINING IN-FLIGHT CATERING
Location Address:	2059 BLOUNT RD	License Type:	Permanent Food Service
	POMPANO BEACH FL 33069	Telephone Number:	954.917.1020
Number of Units:	0	Reinspection on or After:	

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

01A Food obtained from approved source	IN	07 Unwrapped or PH/TCS food not re-served	IN
01B Food safe and unadulterated; sound condition	IN	08A Separating raw animal foods from: each other, RTE foods and unwashed produce	IN
01C Shellstock tags; commingling	N/A	08B Food protection during preparation, storage and display	OUT
01D Parasite destruction for raw/undercooked fish	N/A	09 Bare hand contact with RTE food; Alternative Operating Procedure (AOP)	IN
02A Consumer advisory on raw/undercooked oysters	N/A	11 Employee health knowledge; ill/symptomatic employee present	IN
02B Consumer advisory on raw/undercooked animal foods	IN	12A Hands clean and washed properly; use of hand antiseptic if use of AOP	IN
02C Date marking ready-to-eat (RTE) potentially hazardous / time/ temperature control for safety foods	IN	12B Employee eating, drinking, tasting food, smoking	IN
03A Receiving and holding PH/TCS foods cold	IN	22 Food-contact surfaces clean and sanitized	OUT
03B Receiving and holding PH/TCS foods hot	IN	31A Handwash sink(s) installed, accessible, not used for other purposes	OUT
03C Cooking raw animal foods and plant foods; non-continuous cooking of raw animal foods	IN	31B Handwashing supplies and handwash sign provided	IN
03D Cooling PH/TCS foods; proper cooling methods	N/O	41 Chemicals/toxic substances	IN
03E Reheating PH/TCS foods for hot holding	N/O	53A Food manager certification; knowledge/active managerial control (except employee health)	IN
03F Time as a Public Health Control	N/A	53B State approved food handler training; employee duty specific training/knowledge	IN
03G Reduced oxygen packaging (ROP) and other Special Processes	N/A		

GOOD RETAIL PRACTICES

02D Food items properly labeled; original container		35A No presence or breeding of insects/rodents/pests; no live animals	
04 Facilities to maintain PH/TCS foods at the proper temperature		35B Outer openings protected from insects/pests, rodent proof	
05 Food and food equipment thermometers provided and accurate		36 Floors, walls, ceilings and attached equipment properly constructed and clean; rooms and equipment properly vented	
06 PH/TCS foods properly thawed		38 Lighting provided as required; fixtures shielded or bulbs protected	
10 In use food dispensing utensils properly stored		40 Employee personal belongings	
13 Clean clothes; hair restraints; jewelry; painted/artificial fingernails		42 Cleaning and maintenance equipment	
14 Food-contact and nonfood contact surfaces designed, constructed, maintained, installed, located		43 Complete separation from living/sleeping area/private premise; kitchen restricted - no unauthorized personnel	
16 Dishwashing facilities; chemical test kit(s); gauges 1. Wash 2. Rinse 3. Sanitize		45 Fire extinguishing equipment (FOR REPORTING PURPOSES ONLY)	

November 27, 2019 at 10:05:43 AM EST
Location: SILVER LINING IN-FLIGHT CATERING
License #: NOST1622869
Inspector: Brock Burgrabe

Food Service Inspection Report
DBPR Form HR 5022-015 - Rule 61C-1.002, FAC
Software Version 6.82

Page: 1 of 3

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

STATE OF FLORIDA
DIVISION OF HOTELS AND RESTAURANTS
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

21 Wiping cloths; clean and soiled linens; laundry facilities		46 Exits not blocked or locked (FOR REPORTING PURPOSES ONLY)	
23 Non-food contact surfaces clean		47 Electrical wiring/outlets in good repair (FOR REPORTING PURPOSES ONLY)	
24 Storage/handling of clean equipment, utensils; air drying		48 Gas appliances: boiler certificate current/posted (FOR REPORTING PURPOSES ONLY)	
25 Single-service and single-use items		49 Flammable/combustible materials (FOR REPORTING PURPOSES ONLY)	
27 Water source safe, hot (100F) and cold under pressure		50 Current license, properly displayed	
28 Sewage and waste water disposed properly		51 Other conditions sanitary and safe operation	
29 Plumbing installed and maintained; mop sink; water filters; backflow prevention		52 Misrepresentation; misbranding	
32 Bathrooms		54 Florida Clean Indoor Air Act Compliance	
33 Garbage and refuse; premises maintained		55 Automatic Gratuity Notice	

Items marked IN are in compliance. Items marked OUT are violations. Specific details of the violations are listed on subsequent pages. Items marked N/A are Not Applicable. Items marked as N/O are Not Observed and were not being conducted at the time of inspection.

FOOD TEMPERATURES

Bar Area	
Buffet Line	
Cook Line	Cooked turkey 168°. Vegan fritter 197° cooked potatoes 147°
Front Counter	
Front Line	Cooler, cheese 42°. Grilled chicken 41°. Salmon 42°
Kitchen	
Prep Area	
Reach In Cooler	Deli turkey 42°. Sliced cheese 42°. Cut melon 41°
Reach In Freezer	All frozen
Steam Table/Bain Marie	
Storage Area	
Wait Station	
Walk In Cooler	Turkey 40°. Beef 40°. Cheese 42°. Pork roll 39°. Plant food 40°. Cheese tray 41°
Walk In Freezer	All frozen

OTHER ITEMS

Certified Food Manager and Date Certified: ZACHARY MANSFIELD 6/24/2015

Manager Certified By: National Restaurant Association Educational Foundation - ServSafe

Employees Trained By: Other Approved Corporate Training

Sewage: Municipal/Utility

Water Source: Municipal

Boiler: Unable To View

Boiler Jurisdiction and Expiration:

Sanitizer Details: Dishwasher (Temperature +180°F); Sanitizer Bucket (Quaternary 200ppm); Triple Sink (Quaternary 200ppm)

Inspector Comments: ET-IFSEA certificates. Aquaculture letter for salmon.
"Adoption of 2017 FDA Food Code and special process " bulletin provided.
Ownership verified.

November 27, 2019 at 10:05:43 AM EST
Location: SILVER LINING IN-FLIGHT CATERING
License #: NOST1622869
Inspector: Brock Burggrabe

Food Service Inspection Report
DBPR Form HR 5022-015 - Rule 61C-1.002, FAC
Software Version 6.82

Page: 2 of 3

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

STATE OF FLORIDA
DIVISION OF HOTELS AND RESTAURANTS
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

A link to the Florida Department of Agriculture's Food Recovery Resource Guide is located at:
<http://www.myfloridalicense.com/DBPR/hotels-restaurants/forms-publications>

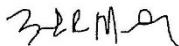
This report has been provided electronically as requested by the person in charge at the time of inspection.

VIOLATIONS

08B-45-4 Observed: Case/container/bag of food stored on floor in walk-in freezer. All moved to shelf's. **Corrected On-Site**
Priority: Basic

22-22-4 Observed: Encrusted material on can opener blade. Cleaned and sanitized. **Corrected On-Site **Repeat Violation****
Priority: Intermediate

31A-13-4 Observed: Employee used handwash sink as a dump sink. At prep area 2 hand sinks with food debris. Both cleaned and sanitized.
****Corrected On-Site** **Repeat Violation****
Reference: 5-205.11(B) FC: (B) Using a Handwashing Facility. A handwashing sink may not be used for purposes other than handwashing.
Priority: Intermediate



Signature of Recipient

Zachary Mansfield
Executive Chef
9549171020
Nov 27, 2019 10:05



Inspector Signature

Brock Burggrabe
Inspector
5080 Coconut Creek Parkway Suite A
Margate, FL 33063
850-487-1395
Nov 27, 2019 10:05

November 27, 2019 at 10:05:43 AM EST
Location: SILVER LINING IN-FLIGHT CATERING
License #: NOST1622869
Inspector: Brock Burggrabe

Food Service Inspection Report
DBPR Form HR 5022-015 - Rule 61C-1.002, FAC
Software Version 6.82

Page: 3 of 3

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

7/8/2021

DBPR - MITCH AMSTERDAM & MIKE LINDER; Doing Business As: SILVER LINING IN-FLIGHT CATERING, Permanent Food Service

11:43:43 AM 7/8/2021

Licensee Details

Licensee Information

Name:	MITCH AMSTERDAM & MIKE LINDER (Primary Name) SILVER LINING IN-FLIGHT CATERING (DBA Name)
Main Address:	2059 BLOUNT RD POMPANO BEACH Florida 33069
County:	BROWARD
License Mailing:	2059 BLOUNT RD POMPANO BEACH FL 33069
County:	BROWARD
LicenseLocation:	2059 BLOUNT RD POMPANO BEACH FL 33069
County:	BROWARD

License Information

License Type:	Permanent Food Service
Rank:	Non-Seating
License Number:	NOS1622869
Status:	Current,Active
Licensure Date:	12/15/2011
Expires:	12/01/2021

Special Qualifications

Plan Review	06/23/2011
Risk Level 2	03/04/2021
Reduced Oxygen Packaging	03/04/2021

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[View Recent Inspections](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=1033E156E64956E393A4A93F4149C4C6>

1/2

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

7/8/2021

DBPR - MITCH AMSTERDAM & MIKE LINDER; Doing Business As: SILVER LINING IN-FLIGHT CATERING, Permanent Food Service

850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=1033E156E64956E393A4A93F4149C4C6>

2/2

Tab 4. Approach to Scope of Work

■ Plan of Approach

The AshBritt Team offers diverse and expandable experience in turn-key operations for food service management and logistical support. We can provide a full-scale kitchen operation of all sizes upon activation. Our food service management staff is certified under the National Restaurant Association SaveServ Program and is capable of meeting the (RFP) requirements for the City of Fort Lauderdale. to provide full-scale catering services for any event that may impact the City.

AshBritt will bring an experienced team capable of scaling to meet the mission at hand, our highly skilled project management team is well versed in food service production, distribution, and service. Experts in food production and service, our culinary staff, maintain stringent guidelines and perform standard cross panned procedures in maintaining food temperatures on serving lines.

Once activated, we will be able to service the designated delivery locations with our mobile equipment to include refrigerated trucks and portable kitchens. Additional equipment required for emergency catering service will be readily accessible by our vendor, immediately delivering the necessary equipment to our sites. Our broad line food vendor(s) activate refrigerated/freezer trailers in the requested locations with a minimum of a 7-day menu.

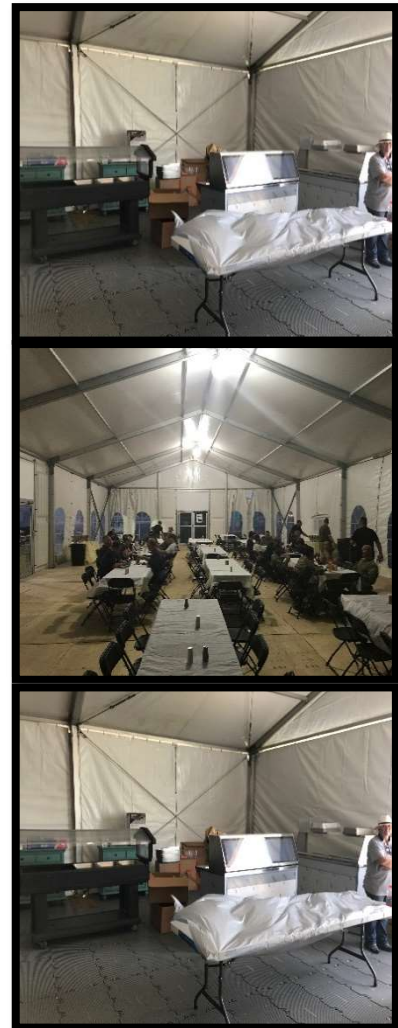
Our scheduled labor matrix goes into effect, and our kitchen layout turns into an assembly line. The hot kitchen begins preparing the hot meal menu items scheduled for the day, and the cold kitchen prepares the cold menu items. If boxed meals are required, the Team prepares, packs, and safeguards prepared package meals at our facility until the scheduled delivery time.

The dining room layout can include tables and tents that will be set up to create an organized line to feed the county employee and emergency workers quickly and efficiently. If required, AshBritt can activate tents and all the necessary equipment to set up a satellite dine-in facility.

Additional staffing levels will be provided to properly feed the buffet style or box lunch style menu. AshBritt's Team of expanding network resources provides limitless capacity and flexibility to manage efficient emergency catering services in multiple locations. Our central commissary will serve as the main hub for food preparations, and additional catering kitchens across South Florida will be available for assistance should the need arise.

Proper sanitation procedures will be consistent for both structured and satellite locations' food services. Adhering to local municipal solid waste and recycling trash ordinance, the AshBritt team will ensure clean and compliance disposal services at all facilities services.

The Ashbritt Team works closely with federal and state agencies like FEMA and USAC, providing accurate and timely records management on all projects.



ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

■ *Technological Capabilities*

• *Caspio*

We utilize the Caspio system as a global cloud platform for creating custom business applications. It is a visual application builder, with interactive reports, data publishing, online forms, and application modules, that allows for integration and extendibility while maintaining security and reliability.

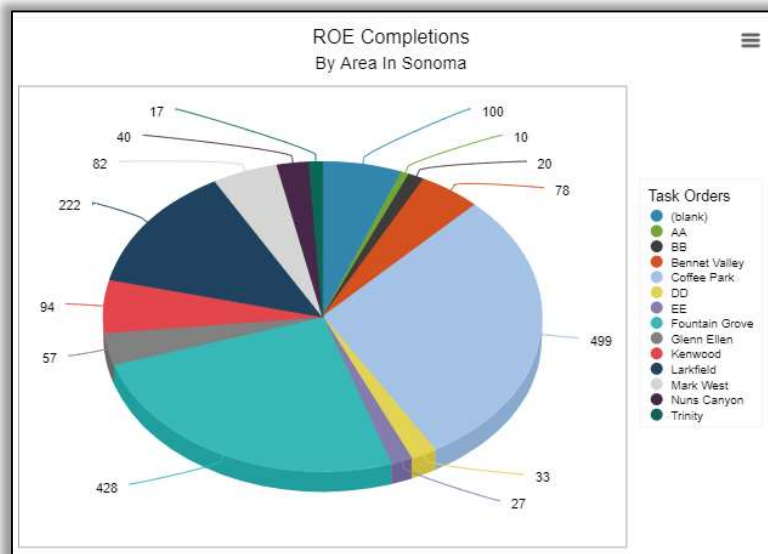
Caspio requires no coding and no development skills and is built on Microsoft SQL Server. What used to take developers weeks or months can now be completed in a matter of hours or days.

Forms are an integral part of this solicitation's operational process. Caspio, allows AshBritt to easily create custom database-driven forms of any level of complexity. Caspio-powered forms are feature-rich and highly versatile. Forms will work on all browsers and devices, and can be configured to use sensors, such as GPS and cameras, in mobile devices.

Moving data into and out of our Caspio account can be easily automated using Caspio's DataHub, with the ability connect to popular online storage services and repositories such as Dropbox, Microsoft OneDrive, Google Drive, Box, Amazon S3, FTP, SFTP, and more.

Whether the application is used by a few people or by thousands, Caspio provides user management capabilities with built-in automation and flexible customization.

For our 2017 Private Property Debris Removal project (Right-of-Entry) work performed for USACE in California, we used Caspio to track all pertinent tasks outlined in the contract scope of work. This system was used to generate work schedules, monitor assignments, track progress and completion. **This program can be utilized to track meals, schedules, deliveries, and other pertinent data in an emergency catering operation.** Accessible through any web browser including mobile devices, data could be easily imported or exported, and the system allows for multiple users.



ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

• *Time Station*

Time Station is a time and attendance system that runs on smartphones and tablets. AshBritt utilized this new technology in our recent mission in California. Overall, we tracked more than \$15 million of hourly work for both personnel and equipment. This involved hundreds of personnel and equipment across a large geographic area. **AshBritt is able to track our catering staff through this application to ensure our operations runs efficiently.**

TimeStation

[Tweet](#) [Like 3.9K](#) [Login](#)

[Home](#) [How It Works](#) [Pricing](#) [Signup](#) [Download](#) [Support](#)

Turn any smartphone or tablet into a cloud-based time & attendance system

[Signup for FREE](#)

What's TimeStation?

TimeStation is a quick-to-setup, easy-to-use time and attendance system that runs on smartphones and tablets.

Using our Fast-Scan technology, employees can punch In & Out in less than a second, and because TimeStation runs in the cloud, there's no software or servers to maintain. Managers can see who's in and run time and attendance reports anytime, anywhere.

TimeStation is the perfect solution for small and medium businesses looking to track time and attendance without the usual costs and overhead of traditional systems.

The TimeStation mobile App works with smartphones and tablets running Google Android or Apple iOS including iPhone, iPad and iPod Touch.

The versatility of TimeStation allows for a wide variety of applications:

- Track employee time and attendance for your business
- Track student attendance for your school

Get up and running in minutes
Our easy signup process combined with the ability to print your own employee cards, means that you can be up and running in as little as 5 Minutes!

Fast-Scan Technology
With our Fast-Scan technology, Employees can Punch In & Out in less than a second. Employees also have the option to Punch by PIN if their card is not available.

Cloud-Based
Because TimeStation is cloud-based, there's no software or hardware to maintain. Managers can access their time and attendance data anywhere they have access to the internet.

Advanced Reporting
Managers have access to multiple online reports to track attendance and calculate pay. Reports can be exported to different formats allowing for easy integration with Payroll systems.

Employee Self-Service Portal
Using the employee self-service portal, employees can review their activity, Punch In & Out, run reports and create or edit time entries. Managers have full control over which

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

■ *Scheduling/Methodology - Timeline*

We currently have a standing order for MRE's, perishable food and beverages ready to be deployed once we receive the Notice to Proceed. We are ready to begin and deploy the minute we get the notification and within hours can be set up and on-site feeding. Our hierarchy and managers each operate a trained team which all have their own functions. We work off a timeline based on the first meal we are delivering.

Notification of Activation Timeline for Catering	
1st hour	Notification of initial meal service
2nd hour	Prepare for production on and/or off-site
3rd hour	Teams prepare for placement of staff
Next 8 hours	Setup of tenting off-site, trucking, planning and receiving product
Meal Service	Meals produced and delivered according to meal service

• *Design Plan Timeline*

Hour	24 HOUR ACTIVATION TIMELINE
00:00	TEAM MEETING [TEAM MEETING EVERY 4 TH HOUR]
01:00	KITCHEN INSTALLATION/ASSEMBLY SET AND STARTED
02:00	VENDOR ORDERS PLACED (FOOD AND PACKAGING)
03:00	TRUCKING SOURCES
04:00	LABOR MATRIX IN PLACE
05:00	TEAM MEETING
06:00	
07:00	
08:00	
09:00	ORDERS ARRIVE TEAM MEETING
10:00	PRODUCTION BEGINS
11:00	
12:00	OFFSITE MOBILIZATION
13:00	TEAM MEETING
14:00	
15:00	
16:00	
17:00	TEAM MEETING
18:00	
19:00	
20:00	RECAP + FOLLOW UP
21:00	
22:00	
23:00	
24:00	FOOD DELIVERY READY

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

■ **Sample Menu's**

AshBritt can offer vegetarian options if required by the City. They are inserted into the current menu for informational purposes only at this time.

● **Breakfast 7 Day Menu**

<u>CONTINENTAL</u>	
PORTION	ITEM
12oz	BEVERAGE-JUICE
2 EACH	BREAKFAST BREAD
1 EACH	GRANOLA BAR
4oz	YOGURT
5oz	FRESH FRUIT
<u>SUNDAY</u>	
PORTION	ITEM
4oz	SCRAMBLED EGGS
2oz	SAUSAGE
1oz	PANCAKES
1 EACH	BUTTER, SYRUP, OR JAM
12oz	BEVERAGE-JUICE
<u>MONDAY</u>	
PORTION	ITEM
2oz	BREAKFAST SANDWICH TO INCLUDE:
4oz	BACON
2 SLICES	EGG
1	CHEESE
12oz	BAGEL
	BEVERAGE-MILK
<u>TUESDAY</u>	
PORTION	ITEM
6oz	HAM EGG CHEESE OMELET
4oz	YOGURT
1 EACH	MUFFIN
12oz	BEVERAGE-JUICE
<u>WEDNESDAY</u>	
PORTION	ITEM
4oz	SCRAMBLED EGGS
2oz	BACON
1 EACH	HASH BROWN
1 EACH	DANISH
12oz	BEVERAGE-JUICE
<u>THURSDAY</u>	
PORTION	ITEM
2 EACH	HARD BOILED EGGS
3oz	BOX OF DRY CEREAL
4oz	YOGURT
1 EACH	MUFFIN
12oz	BEVERAGE-MILK

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

<u>FRIDAY</u>	
PORTION	ITEM
6oz	HAM EGG CHEESE PEPPER BREAKFAST BURRITO
1 EACH	WHOLE FRUIT
4oz	YOGURT
12oz	BEVERAGE-JUICE
<u>SATURDAY</u>	
PORTION	ITEM
	BREAKFAST SANDWICH TO INCLUDE:
2oz	BACON
4oz	EGG
2 SLICES	CHEESE
1 EACH	BISCUIT
12oz	BEVERAGE-JUICE

• ***Lunch 7 Day Menu***

<u>SUNDAY</u>	
PORTION	ITEM
5oz	GARDEN SALAD DRESSING ON THE SIDE
4oz	SLICED CHICKEN DELI MEAT SANDWICH
3oz	PASTA SALAD
1 EACH	CARROTS
12oz	MAYO AND MUSTARD
	BEVERAGE
<u>MONDAY</u>	
PORTION	ITEM
5oz	CHEESEBURGER
	LETTUCE AND TOMATO
4oz	POTATO SALAD
1 EACH	MAYO AND MUSTARD
12oz	BEVERAGE
<u>TUESDAY</u>	
PORTION	ITEM
6oz	GARDEN SALAD DRESSING ON THE SIDE
4oz	ROASTED BEEF AND CHEDDAR DELI WRAP
3oz	PASTA SALAD
12oz	CELERY STICKS
	BEVERAGE
<u>WEDNESDAY</u>	
PORTION	ITEM
6oz	CHICKEN CAESAR SALAD DRESSING ON THE SIDE
3oz	CUCUMBERS AND CHERRY TOMATOES
1 BAG	CHIPS
	BEVERAGE
<u>THURSDAY</u>	
PORTION	ITEM
6oz	PRETZEL BUN TURKEY BACON CHEESE
4oz	COUSCOUS SALAD
3oz	CARROTS
12oz	BEVERAGE

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**
FRIDAY

PORTION	ITEM
3oz	CHICKEN EMPANADA
3oz	BEEF EMPANADA
3oz	PLANTAINS
4oz	QUINOA MEDLEY
12oz	BEVERAGE

SATURDAY

PORTION	ITEM
6oz	SLOPPY JOE
1 ROLL	ROLL
3oz	GREEN BEANS
4oz	COLESLAW
12oz	BEVERAGE

Please see the following section for Vegan Options that AshBritt can provide if the City requires it.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ■ VEGAN OPTION: ■ ROASTED VEGETABLE WRAP ■ WHOLE FRUIT ■ BEVERAGE ■ VEGAN OPTION: ■ ASIAN PEANUT SOBA NOODLE SALAD ■ WHOLE FRUIT ■ BEVERAGE ■ VEGAN OPTION: ■ VEGGIE BLACK BEAN PATTY ■ VEGAN CHEESE ON ROLL ■ FRESH FRUIT ■ BEVERAGE ■ VEGAN OPTION: ■ ITALIAN SALAD DRESSING ON THE SIDE | <ul style="list-style-type: none"> ■ WHOLE FRUIT ■ BEVERAGE ■ VEGAN OPTION: ■ ASIAN PEANUT SOBA NOODLE SALAD ■ WHOLE FRUIT ■ BEVERAGE ■ VEGAN OPTION: ■ QUINOA STUFFED PEPPER ■ BEVERAGE ■ VEGAN OPTION: ■ GRILLED CORN SALAD ■ WHOLE FRUIT ■ BEVERAGE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

• **Snacks**

EVERYDAY PORTION	ITEM
1 EACH	WHOLE FRUIT
1 EACH	GRANOLA BAR, BREAKFAST BREAD, NUTS, DRIED FRUIT, CHEESE, OR CHIPS
12oz	BEVERAGE

• **Dinner 7 Day Menu**

<u>SUNDAY</u>	
PORTION	ITEM
6oz	GARDEN SALAD DRESSING ON THE SIDE
4oz	BBQ PULLED PORK
3oz	MAC-N-CHEESE
	CORN ON THE COB
12oz	COOKIES
	BEVERAGE
<u>MONDAY</u>	
PORTION	ITEM
4oz	GARDEN SALAD DRESSING ON THE SIDE
6oz	SPAGHETTI
3oz	MEATBALLS
	BROCCOLI
	BROWNIES
	BEVERAGE
<u>TUESDAY</u>	
PORTION	ITEM
6oz	GARDEN SALAD DRESSING ON THE SIDE
4oz	BRUSCHETTA CHICKEN
3oz	RICE PILAF
	GREEN BEANS
12oz	SLICED CAKE
	BEVERAGE
<u>WEDNESDAY</u>	
PORTION	ITEM
6oz	GARDEN SALAD DRESSING ON THE SIDE
4oz	ORANGE CHICKEN
1 EACH	FRIED RICE
	EGG ROLL
	BEVERAGE
	COOKIES
<u>THURSDAY</u>	
PORTION	ITEM
6oz	GARDEN SALAD DRESSING ON THE SIDE
4oz	BOLOGNESE
3oz	BAKED ZITI
	BROCCOLI
	BEVERAGE
1 EACH	CANNOLI

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

<u>FRIDAY</u>	
PORTION	ITEM
6oz	GARDEN SALAD DRESSING ON THE SIDE
4oz	CHICKEN MARSALA
3oz	FETTUCINE
12oz	CARROTS
	BEVERAGE
	BROWNIE
<u>SATURDAY</u>	
PORTION	ITEM
6oz	GARDEN SALAD DRESSING ON THE SIDE
3oz	POT ROAST
4oz	CARROTS AND ONIONS
	POTATOES
	BEVERAGE
	BREAD PUDDING
<i>Please see the following section for Vegan Options that AshBritt can provide if the City requires it.</i>	
<ul style="list-style-type: none"> ■ VEGAN OPTION: ■ SALISBURY STEAK ■ POTATO ■ GREEN BEANS ■ SAUTÉED ONIONS ■ BEVERAGE ■ VEGAN COOKIES ■ VEGAN OPTION: ■ ASIAN TOFU STIR FRY ■ RICE NOODLE ■ BEVERAGE ■ VEGAN BROWNIE ■ VEGAN OPTION: ■ QUINOA LENTIL BURGER ■ POTATOES ■ BEVERAGE ■ VEGAN CAKE ■ VEGAN OPTION: ■ ENCHILADAS 	<ul style="list-style-type: none"> ■ MEXICAN RICE ■ BEVERAGE ■ VEGAN COOKIES ■ VEGAN OPTION: ■ QUINOA LENTIL BURGER ■ POTATOES ■ BEVERAGE ■ VEGAN CAKE ■ VEGAN OPTION: ■ SWEET & SOUR CAULIFLOWER ■ VEGETABLE FRIED RICE ■ VEGAN COOKIE ■ BEVERAGE ■ VEGAN OPTION: ■ ZOODLES ■ “MEAT”BALLS ■ BEVERAGE ■ VEGAN CAKE

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

Health Inspection Records



ServSafe® CERTIFICATION

DANIEL MOORE

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

17076173
CERTIFICATE NUMBER

10/23/2018
DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

5400
EXAM FORM NUMBER

10/23/2023
DATE OF EXPIRATION



#0655



Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N 048/2013 (Regulation 3.2, Standard A3.2)
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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

MATT LINDER

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

17076176

CERTIFICATE NUMBER

5400

EXAM FORM NUMBER

10/23/2018

DATE OF EXAMINATION

10/23/2023

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N 048-2013 (Regulation 3.2, Standard A3.2)

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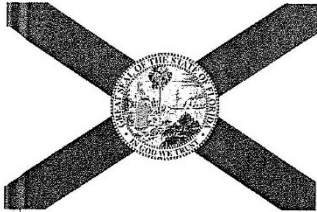
Contact us with questions at 771.6. MasterChef® with ServSafe®

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

 <p>Est. 1961</p>	<p>International FOOD SERVICE EXECUTIVES Association Florida Branch</p>
<p>IFSEA is a Florida Department of Business and Professional Regulation APPROVED FOOD WORKER TRAINING PROGRAM Provider #5552749</p>	
<p>CERTIFICATE OF FOOD HANDLER TRAINING</p>	
<p>This is to certify that <u>Dan Moore</u> has successfully completed IFSEA food handler training. The instructor is a certified food service manager.</p>	
<p>To Reorder Call 561-703-7196 561-369-2622</p>	<p><u>Silver Lining</u> Business Name <u>Robert Grant</u> Authorized Trainer <u>12521599</u> Trainer's Certificate Number <u>7/2/19</u> Date of Completion <u>3-years from date of training</u> Expiration Date</p>
<p>Please be advised: According to 509.049(6)(a), Florida Statutes AND Industry Bulletin 2006-05, an ORIGINAL CARD is to be provided to each certified employee. Photocopies are NOT acceptable.</p>	

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

 <p>Est. 1901</p>	<p>International FOOD SERVICE EXECUTIVES Association Florida Branch</p>
<p>IFSEA is a Florida Department of Business and Professional Regulation APPROVED FOOD WORKER TRAINING PROGRAM Provider #5552749</p>	
<p>CERTIFICATE OF FOOD HANDLER TRAINING</p>	
<p>This is to certify that <u>Victor Torres</u> has successfully completed IFSEA food handler training. The instructor is a certified food service manager.</p>	
<p>To reorder via internet www.kenkuscher.com or call Cell (561) 703-7196 Office (561) 369-2622</p>	<p><u>Silver Lining</u> Business Name <u>Robert Grant</u> Authorized Trainer <u>12521599</u> Trainer's Certificate Number <u>7/2/19</u> Date of Completion 3-years from date of training <u>7/2/22</u> Expiration Date</p>
<p>Please be advised: According to 509.049(6)(a), Florida Statutes AND Industry Bulletin 2006-05, an ORIGINAL CARD is to be provided to each certified employee. Under penalty of the above statute, photocopies are not acceptable.</p>	
<p><small>© Copyright International Food Service Executives Brunswick Food Service Educators is the exclusive distributor of International Food Service Executive Assoc. Florida Branch Florida Approved Food Handler</small></p>	



International FoodService Provider #5552749

A Florida Department of Business and Professional Regulation
APPROVED FOOD WORKER TRAINING PROGRAM
Provider #5552749

CERTIFICATE OF FOOD HANDLER TRAINING

This is to certify that Zachary Mansfield has successfully
completed food handler training. The instructor is a certified food service manager.

To reorder via internet
www.kenkuscher.com
or call
Cell (561) 703-7196 Office (561) 369-2622

Please be advised:

According to 509.049(6)(a), Florida Statutes AND
Industry Bulletin 2006-05, an **ORIGINAL CARD** is
to be provided to each certified employee.
Under penalty of the above statute, photocopies
are not acceptable.

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Association, Florida Branch 2016

Silver Lining
Business Name
Robert Grant
Authorized Trainer
12521599
Trainer's Certificate Number
7/2/19
Date of Completion
3-years from date of training
7/2/22
Expiration Date

Brunswick Food Service Educators is the exclusive distributor of
Provider #5552749; Florida Approved Food Handler Certificates & Manual.

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES****■ Current Workload**

AshBritt has proven with our extensive financial backing and working capital, as well as our organizational framework, that we can provide swift and comprehensive services. This includes supplying all the resources and specialized assets vital to recovery missions. We have demonstrated and proved our capabilities to mobilize to multiple simultaneous events with various resources and specialized services. We have amassed an extensive nationwide network of reputable suppliers, vendors, and subcontractors who are readily available to respond to our missions. Many of these partners are exclusive teaming firms and consultants for AshBritt, with long working histories.

Our emergency catering team has several divisions and several teams per division. Depending on the contract and time of year each division handles many different volumes of business. We currently focus on our local area and in this case Fort Lauderdale is our local area of concern. After Silver Lining's 22 years of catering to the Fort Lauderdale area, they have the proper size facilities, exact vendors in place, and enough resources to properly execute the scope of services.

AshBritt will prioritize the City of Ft. Lauderdale as we are your Disaster Debris Removal and Recovery contractor as well. Therefore, we will have personnel deploying to your City in the event of a disaster event and will be able to have team members on-site and able to provide full service for all scopes of services necessary post-disaster.

AshBritt has no emergency catering operations currently underway and no pending orders for this scope of work. In the event we do receive these activations, we have additional facilities and partners throughout the state that have available kitchens to be utilized if necessary. This allows AshBritt to be prepared to handle contractual obligations from multiple clients.

Tab 5. References

■ Collier County, FL

3339 Tamiami Trail East, Suite 302, Naples, FL

Dan Rodriguez

County Manager

239-252-8330

Dan.Rodriguez@colliercountyfl.gov

Date Served: 9/22/2017-6/28/2018

Annual Contract, 1/12/2016-1/11/2022

Emergency Catering in response to Hurricane Irma, AshBritt provided breakfast, lunch, and dinner for County employees during this event. In total, AshBritt served 8,000 meals.

Cost: \$727,200.00

■ Fort Bend County, TX

4520 Reading Rd Ste A-800, Rosenberg, TX 77471

Scott Wieghat

281-342-4513

scott.wieghat@fortbendcounty.gov

Date Served: 8/28/2017 – 11/09/2017

Annual Contract, 5/8/2019 - 11/30/2024

Emergency Catering in response to Hurricane Harvey, AshBritt provided emergency meals for the County employees during this event. In total, AshBritt served 4,800 meals.

Cost: \$54,468.00

■ Florida Division of Emergency Management (FDEM)

2555 Shumard Oak Blvd., Tallahassee, FL 32399

Jared Moskowitz

Former Director of FDEM

954 600-4949

jaredparkland@aol.com

Date Served: 3/22/2020-4/12/2020

AshBritt provided meal service to state workers at two COVID-19 testing sites (Hard Rock Stadium and C.B. Smith Park) in pre-packaged individual grab-and-go meals using food-safe containers. In total, AshBritt provided 5,000 meals.

Cost: \$869,440.68

■ Monroe County, FL

1100 Simonton St. Ste 2-213, Key West, FL 33040

Martin Senterfitt

305-289-6018

Senterfitt-martin@monroecounty-fl.gov

Date Served: 9/18/2017-12/22/2017

Annual Contract, 6/21/2017 - 8/14/2018

We provided Monroe County with 2 base camps capable of housing over 1,000 people. As part of our turn key base camp service, more than 15,000 Meals were served for breakfast, lunch, and dinner.

Cost: \$6,470,410

■ Victoria County, TX

205 N. Bridge St. Ste. B101 Victoria, TX 77901

Rick MBrayer

361-485-3362

rmcbrayer@victoriatx.org

Date Served: 8/26/2017-12/12/2017

Annual Contract, 6/22/2015 - 6/22/2025

We completed 13 separate disaster missions throughout the state of Texas in response to Hurricane Harvey, where numerous ancillary services were provided to multiple clients, including meals ready to eat for breakfast, lunch, and dinner which totaled 1,664 meals

Cost: \$5,743,700

Tab 6. Minority/Women Participation

■ *Minority Subcontractor Plan*

AshBritt has hundreds of registered recovery-related subcontractors and vendors nationwide, with hundreds in the State of Florida. Subcontractor participation in disaster recovery missions is instrumental to the success of any project. **Having local partners with kitchens and facilities throughout the state is crucial to a rapid response.** It is important that all stakeholders fully appreciate and comprehend the subcontracting plan and compliance controls exercised by the prime contractor. AshBritt takes affirmative steps to assure that Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VBE) are used whenever possible in accordance with the FEMA *Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees* (#6) and 2 CFR 215.44b. AshBritt also adheres to the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations.

These next sections elaborate upon how we will comply with these laws and regulations. AshBritt has always maintained a solid commitment and plan for the inclusion of local, small, minority, and disadvantaged businesses. More importantly, we have the historical data to substantiate this, as identified below in our Small Business Goal Achievement section. Owing to our long history, we have experience in managing partnerships and joint ventures with both small and large companies throughout complex disaster recovery projects. We pride ourselves on understanding our role as a professional stakeholder within these relationships, and we stay committed to team building and developing quality relationships.

AshBritt makes ongoing efforts to create new subcontractor relationships. We welcome any referrals by local representatives to meet and confer with local subcontractors. It benefits all parties involved to establish relationships and commitments prior to any storm event. AshBritt believes that the best solution is pre-disaster planning for identification and the eventual inclusion of local businesses in the post-event recovery projects. The pre-event planning and relationship building must take place on an annual basis, and any subcontractor lists or relationships will be consistently updated.

• *Commitment*

Our industry is primarily based on subcontractor resources, both firms, and personnel. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain records and databases of all past subcontractors and employees, and we always encourage new firms and qualified individuals to register and submit resumes through our redesigned website (www.AshBritt.com). We maintain a core group of standby subcontractors who are exclusively available for deployment on AshBritt projects. We engage local, minority, women business enterprises, and other disadvantaged businesses whenever possible.

AshBritt actively ignites positive social-economic changes through the utilization of local contractors and laborers in the communities where we work, providing unique insight and knowledge on local customs, politics, demographics, geography, and area suppliers.

We are committed to giving local firms and individuals the first opportunity for work when it is available. We have accumulated a robust pool of qualified staff reservists across the country by following this practice. All available local resources are beneficial to the rapid, efficient, and successful completion of any recovery project.

• *AshBritt's Website Registration*

AshBritt has provided images of the subcontractor registration page of our redesigned website below.

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

AshBritt Environmental is a national turnkey rapid response disaster recovery and special environmental services contractor.

[Subcontractor Registration](#) [Client DIMS Log In](#)


[Home](#)
[About](#)
[Services & Capabilities](#)
[Case Studies](#)
[SBE Program](#)
[Contact](#)

Subcontractor Registration

AshBritt's Subcontractor Registration Portal

AshBritt Subcontractor Registration Portal

1. First time registering, click "New Subcontractor Registration" below.
2. Already registered, click "Update Subcontractor Registration" below.
3. Not sure if you are registered, click "Reset Password" and enter email address you most likely used during your initial registration.
4. Need further assistance, call (954) 725-6992.

[New Subcontractor Registration](#)
[Update Subcontractor Registration](#)
[Reset Password](#)

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES



SUBCONTRACTOR REGISTRATION FORM

GENERAL COMPANY INFORMATION

*Required Field

Company *

Federal Identification Number ?

First Name *

Last Name *

Address *

Address Line 2

ZIP Code *

City *

State *

County *

Business Phone *

Business Fax

Cell Phone *

Availability

☐ Check this box if your resources are currently available

AshBritt Experience

☐ Check this box if you have previously worked with AshBritt

AshBritt Previous Experience ?

BUSINESS SIZE AND CLASSIFICATION CHECK ALL THAT APPLY

For assistance in determining your business size and classification, please [CLICK HERE](#).

Large Business (LB)

☐

Woman-Owned Small Business (WOSB)

☐

Small Business (SB)

☐

Veteran-Owned Small Business (VOSB)

☐

Small Disadvantaged Business (SDB)

☐

Service-Disabled Veteran-Owned Small Business (SDVOSB)

☐

HUBZone Small Business

☐

Are you Registered with the System for Award Management? ?

☐

Other Small Business Certifications ?

Our selection process is broken down into three generic steps: 1) Identification, 2) Qualification, and 3) Deployment. They are as follows:

- Identification:** The identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, identification of subcontractors, especially those within the City and surrounding affected areas, occurs just after events and often throughout the recovery. In addition to utilizing the pre-identified subcontractors, we use various public and private sources that can garner additional useful and qualified subcontractors. We work toward cataloging all identified firms into our subcontractor database. Our Subcontractor Management System is

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

a customized web-based computer application that allows for efficient information storage, retrieval, and subsequent ongoing identification of subcontractors from the affected region. A robust and sophisticated set of filtering parameters allows for the efficient culling of relevant data, making our selection process one of the most thorough and rapid screening processes in the industry.

- **Qualification:** Qualification and vetting of viable subcontractors are accomplished through an operational, financial, and administrative review, which includes, but is not limited to, the following:
 1. An initial interview—via phone or in-person
 2. **A review of kitchens, facilities, equipment, and resource list, work history, special qualifications, and capabilities**
 3. A review of applicable Dunn and Bradstreet Reports
 4. An on-site inspection of facilities and equipment, as applicable
 5. An insurance review to ensure current or future contract compliance
 6. A review of the Excluded Party List System (EPLS) now identified as System for Award Management (SAM): www.sam.gov as directed by FEMA Recovery Policy (RP) P9580.212 Public Assistance Grant Contracting FAQ

Ashbritt, Inc. DUNS: 848970893 CAGE Code: 00Z46 Status: Active Expiration Date: 12/23/2021 Purpose of Registration: All Awards	565 E Hillsboro Blvd Deerfield Beach, FL, 33441-3543, UNITED STATES
Entity Overview	
<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> Entity Registration Summary <hr/> Name: Ashbritt, Inc. Doing Business As: Ashbritt Environmental Business Type: Business or Organization Last Updated By: Jim Loomis Registration Status: Active Activation Date: 12/23/2020 Expiration Date: 12/23/2021 </div> <div style="border: 1px solid #ccc; padding: 5px;"> Exclusion Summary <hr/> Active Exclusion Records? No </div>	

- **Deployment:** Deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative. Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event or post-event. This vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations, and required toolbox discussions. They will be in attendance at weekly safety meetings, learn to use the tracking system, invoicing procedures, and all facets of AshBritt's response procedures. They will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract). One aspect of our subcontracting program that sets us apart from many contractors is our method of payment. Often times industry subcontracts are "pay-when-paid" contracts, meaning they only pay their subcontractors when the client pays them. We do not subscribe to this method of subcontractor payment. We know that keeping subcontractors active is key to success, and the best way to do this is to ensure they are paid regularly and on-time. We pay our subcontractors regularly regardless of payment by our client. By doing this, we can ensure that our subcontractors will be satisfied, fluid and will be motivated to work with us. This framework has worked in the past and we are committed to employing this method in this program.

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

- ***Subcontracting Plans & Agreements***

When utilizing subcontractor resources, it is critical to establish stringent standards and guidelines to protect AshBritt and the City's interests. AshBritt's Base Subcontracting Plan sets performance criteria for all prospective subcontractors. It also works to develop a professional and capable workforce and to promote workforce diversity and the inclusion of small and disadvantaged firms. Most importantly, it ensures real participation of qualified disaster-affected local firms. All potential subcontractors, to perform under an AshBritt contract, must be pre-approved from our resource database, have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of the client. All facilities, kitchens, and equipment to be deployed are thoroughly inspected and certified as operationally safe. **Workforce Safety training and food safe handling training are administered when necessary**, and a compliance agreement with all safety policies as mandated by all governing authorities must be acknowledged.

Subcontractors must execute a Subcontractor Agreement, which defines the scope of work, responsibilities, accountabilities, and binds the subcontractor to comply with Federal Acquisition Regulations (FAR) and FEMA regulations, as well as all contract requirements.

Subcontractors must execute a hold harmless agreement indemnifying the City as well as relevant stakeholders. Based on the estimated cost of the project, comprehensive insurance coverage, including worker's compensation, is mandated to cover the estimated amount. A certificate of liability insurance with established limits as mandated by the contract must be submitted before work can commence. Moreover, compliance with all applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is required.

- ***"Small" Business Goal Achievement***

AshBritt subcontracted over 65% of the subcontractor work to small businesses in New Jersey, exceeding our Small Business proposal goal of 40% during the Hurricane Sandy relief efforts.

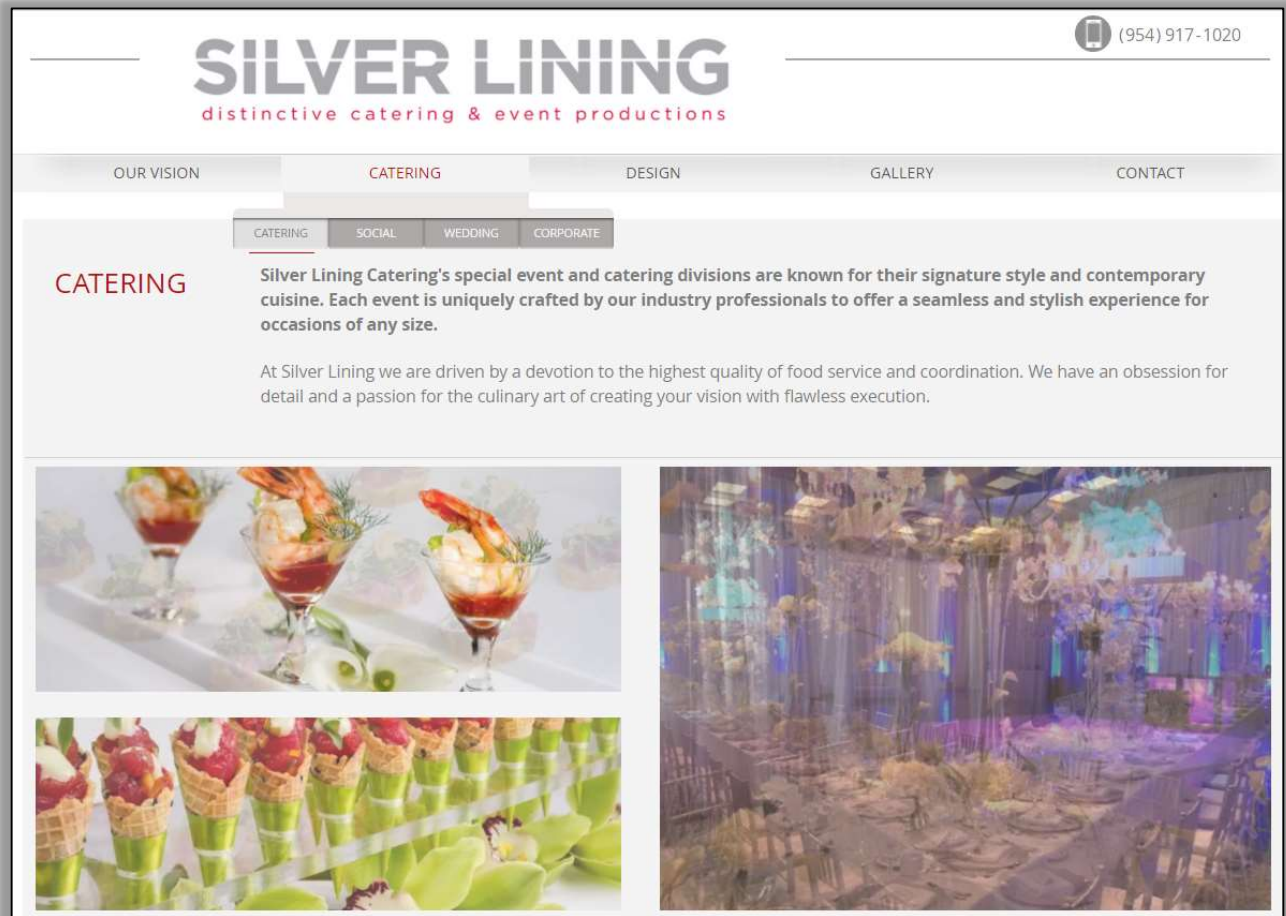
For our 2017/18 California Fire Debris recovery mission, AshBritt's contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 75 percent. AshBritt surpassed that goal achieving 97.2 percent small business subcontractor utilization. Throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation. We have always strived to exceed any expectations for our past clients.

For our Hurricane Katrina recovery, emergency catering, and debris removal mission, AshBritt's contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 60 percent. AshBritt surpassed that goal of 60 percent small business subcontractor utilization mark. Throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation.

AshBritt was once a small business, and we recognize the importance of utilizing disadvantaged businesses including but not limited to, Small Business Enterprises (SBE), Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VBE) to the fullest extent possible in accordance with 2 CFR 200.

Tab 7. Subcontractors

AshBritt is not utilizing subcontractors for this project. We are utilizing our local partner for this project: Silver Lining Catering as we have on many emergency catering services in the past.



Tab 8. Required Forms

All Required Forms have also been uploaded to BidSync.

■ A. Proposal Certification

**** Please see the following pages for this information ****

Supplier Response Form

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) * EIN (Optional):

Address: *

City: * State: * Zip: *

Telephone No.: * FAX No.: * Email: *

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): *

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<input type="text" value="1"/> *	<input type="text" value="07/20/2021"/> *	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

*

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Dow Knight *
Name (printed)

 *
Signature

07/19/2021 *
Date

Senior Vice President *
Title

Revised 4/28/2020

■ B. Cost Proposal

**** Please see the following pages for this information ****

SECTION VI - COST PROPOSAL PAGE

Proposer Name: AshBritt, Inc.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:


Attach a breakdown of costs including but not limited to labor, owned equipment, and inventory.

DESCRIPTION – One Day of Meals	QUANTITY	UNIT	UNIT PRICE	TOTAL
Breakfast - 5:00:00 AM - 9:00 AM	889	Per Person	\$ 20.80 -	\$18,491.20
Lunch - 11:00 AM - 2:30 PM	889	Per Person	\$ 22.10 -	\$19,646.90
Dinner - 5:30 PM - 8:00 PM	946	Per Person	\$ 27.30 -	\$25,825.80
Snack - 11:00:00 PM - 1:00 AM	757	Per Person	\$ 22.10 -	\$16,729.70
TOTAL	3469			\$80,693.60

Submitted by:

Dow Knight
Name (printed)

7/19/2021
Date


Signature

Sr. Vice President
Title

Version 06-2021

Cost Breakdown

The costs listed on the price sheet include:

- Food and Beverage Cost
- Delivery Cost
- Preparation and Labor Cost

****For any location under 100 meals per shift, there will be a \$250 per shift charge to cover above costs****

Any additional needs or requests will incur additional fees. This includes the Optional Food Truck Placement Locations (Section 3.4.9 of the SCOPE OF SERVICES) that may require temporary structure set ups. This cost to be determined based on specific needs of that location at the time of the request.

■ C. Non-Collusion Statement

**** Please see the following pages for this information ****

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.


Authorized Signature

Senior Vice President
Title

Dow Knight
Name (Printed)

07/14/2021
Date

■ D. Non-Discrimination Certification Form

**** Please see the following pages for this information ****

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.



Authorized Signature

Dow Knight, Senior Vice President
Print Name and Title

07/14/2021

Date

■ E. Local Business Preference (LBP)

**** Please see the following pages for this information ****

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | AshBritt, Inc.
Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| | | requests a Conditional Class B classification as defined in the City of Fort Lauderdale |

(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: AshBritt, Inc.

AUTHORIZED
COMPANY
PERSON: Dow Knight

Senior Vice President

PRINTED NAME

TITLE

SIGNATURE:



DATE:

07/14/2021

■ *F. Disadvantaged Business Enterprise Preference (DBEP)*

**** Please see the following pages for this information ****



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- | | | | |
|-----|----------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | | (Business Name) | <p>is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.</p> |
| (2) | | (Business Name) | <p>is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.</p> |
| (3) | | (Business Name) | <p>is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.</p> |
| (4) | | (Business Name) | <p>is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.</p> |
| (5) | AshBritt, Inc. | (Business Name) | <p>is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.</p> |

BIDDER'S COMPANY: AshBritt, Inc.

AUTHORIZED Dow Knight



07/14/2021

CAM 21-0806
Exhibit 6

G. Contract Payment Method

**** Please see the following pages for this information ****

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

AshBritt, Inc.
Company Name

Dow Knight
Name (Printed)

07/14/2021
Date


Signature

Senior Vice President
Title

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**
H. Sample Insurance Certificate

Client#: 1095194		ASHBRINC		DATE (MM/DD/YYYY) 5/26/2021	
ACORD		CERTIFICATE OF LIABILITY INSURANCE			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER USI Insurance Services, LLC 360 Columbia Drive, Suite 105 West Palm Beach, FL 33409 561 693-0500		CONTACT NAME: Kandi Schmitz PHONE (A/C, No, Ext): 561-693-0504 FAX (A/C, No): 855-420-6662 E-MAIL ADDRESS: kandi.schmitz@usi.com			
INSURED AshBritt, Inc 565 East Hillsboro Blvd Deerfield Beach, FL 33441		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Starr Surplus Lines Insurance Company		13604	
		INSURER B : Praetorian Insurance Company		37257	
		INSURER C : Travelers Casualty Ins Co of America		19046	
		INSURER D : Federal Insurance Company		20281	
INSURER E :					
INSURER F :					

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	1000065645211	05/22/2021
					POLICY EXP (MM/DD/YYYY)
					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY	X		9P425194	05/22/2021
					05/22/2022
					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED. RETENTION \$			1000336529211	05/22/2021
					05/22/2022
					EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QWC4001875	06/06/2021
					06/06/2022
					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liab			1000065645211	05/22/2021
					05/22/2022
					\$1,000,000 per loc
A	Professional Liab			1000065645211	05/22/2021
					05/22/2022
					\$1,000,000 per claim
C	Equipment			6639855	05/22/2021
					05/22/2022
					See desc of operations

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

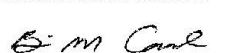
10 Days notice of cancellation for non payment; 30 days for all other

General Liability, Professional Liability and Pollution Liability include Additional Insured, Primary & Non Contributory and Waiver of Subrogation

Auto policy includes a Waiver of Subrogation

Workers Compensation includes a Waiver of Subrogation

Equipment Coverage leased/rented equipment \$500,000

CERTIFICATE HOLDER City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue Fort Lauderdale, FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S32178861/M32172366

SECZP

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Named Insured: AshBritt, Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

I. W-9 for Proposing Firm

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.		Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AshBritt, Inc.				
2 Business name/disregarded entity name, if different from above				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC			
	<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____			
5 Address (number, street, and apt. or suite no.) See instructions. 565 E. Hillsboro Blvd.		Requester's name and address (optional)		
6 City, state, and ZIP code Deerfield Beach, FL 33441				
7 List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
9	0	-	0	8	6	8	8	7	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶ 05/13/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES

J. Active Status Page from Division of Corporations

Previous On List	Next On List	Return to List	ashbritt inc
			<input type="button" value="Search"/>
Events No Name History			
Detail by Entity Name			
Florida Profit Corporation			
ASHBRITT, INC.			
Filing Information			
Document Number	P92000000600		
FEI/EIN Number	65-0364711		
Date Filed	10/28/1992		
State	FL		
Status	ACTIVE		
Last Event	REINSTATEMENT		
Event Date Filed	05/30/2000		
Principal Address			
565 E. HILLSBORO BLVD.			
DEERFIELD BEACH, FL 33441			
Changed: 03/22/2011			
Mailing Address			
565 E. HILLSBORO BLVD.			
DEERFIELD BEACH, FL 33441			
Changed: 03/22/2011			
Registered Agent Name & Address			
MOSKOWITZ, MICHAEL W			
800 CORPORATE DRIVE			
SUITE 500			
FORT LAUDERDALE, FL 33334			

**ASHBRITT INC. RESPONSE TO THE CITY OF FORT LAUDERDALE, FL
SOLICITATION 12561-815 FOR EMERGENCY CATERING SERVICES**

Address Changed: 09/03/2010

Officer/Director Detail**Name & Address**

Title Chairman

PERKINS, RANDAL
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Title CEO, President, Director

Castillo, Brittany Perkins
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Title Treasurer

Demidio, Christina
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Title Secretary

Knight, Charles
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Annual Reports

Report Year	Filed Date
2019	03/14/2019
2020	02/03/2020
2021	01/20/2021

■ K. E-Verify Statement

**** Please see the following pages for this information ****

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12561-815

Project Description: Emergency Catering Services //

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: AshBritt, Inc.

Authorized Company Person's Signature: 
Dow Knight

Authorized Company Person's Title: Senior Vice President

Date: 07/14/2021

9/15/2020

L. Certified Resolution

**** Please see the following pages for this information ****

CERTIFIED RESOLUTION**(AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)**

I, Brittany Perkins Castillo, the duly elected CEO of AshBritt, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT Charles "Dow" Knight, the duly elected Secretary under the State of Florida Division of Corporations as well as the Senior Vice President of Ash Britt, Inc. be and is hereby authorized to execute and submit all documents as it relates to The City of Fort Lauderdale's Solicitation for Emergency Catering Services or any such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, and other such instruments signed by him as Dow Knight shall be binding upon the said corporation as its own acts and deeds.

The City of Fort Lauderdale shall be fully protected in relying upon such certification of the CEO and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following IS the name, title and official signature of the person authorized to act by the foregoing resolution.

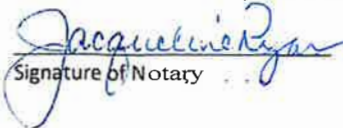
Charles "Dow" Knight: 
Corporate Secretary under Florida Division of Corporations and SVP of AshBritt, Inc.

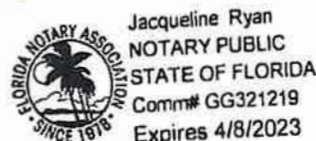
Given under my hand and the Seal of the said corporation this 15th day of July, 2021.

(CORPORATE SEAL)

By: 
Brittany Perkins Castillo, CEO, AshBritt, Inc.

The foregoing instrument was acknowledged before me this 15th day of July, 2021, by Brittany Perkins Castillo, as CEO for AshBritt, Inc. That she is personally known to me.


Signature of Notary



REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name: Collier County, FL

Address: **3339 Tamiami Trail East, Suite 302, Naples, FL 34112**

Contact: **Dan Rodriguez**

Phone #: **239-252-8330** Email: **Dan.Rodriguez@colliercountyfl.gov**

Contract Value: **\$727,200** Year: **2017**

Description: **AshBritt delivered hot meals for breakfast, lunch and dinner, to 3 separate facilities within the County in response to Hurricane Irma. AshBritt provided breakfast, lunch, and dinner for County employees during this event. In total, AshBritt served 8,000 meals.**

2. Company Name: Florida Division of Emergency Management (FDEM)

Address: **2555 Shumard Oak Blvd., Tallahassee, FL 32399**

Contact: **Jared Moskowitz**

Phone #: **954 600-4949** Email: **jaredparkland@aol.com**

Contract Value: **\$869,440.68** Year: **2020**

Description: **AshBritt delivered breakfast, lunch, and dinner service to state workers at two COVID-19 testing sites (Hard Rock Stadium in Miami, FL and C.B. Smith Park in Pembroke Pines, FL) in pre-packaged individual grab-and-go meals using food-safe containers. In total, AshBritt provided 5,000 meals.**

3. Company Name: Monroe County, FL

Address: **1100 Simonton St Ste 2-213, Key West, FL 33040**

Contact: **Martin Senterfitt**

Phone #: **305-289-6018** Email: **Senterfitt-martin@monroecounty-fl.gov**

Contract Value: **\$15,085,900** Year: **2017**

Description: **AshBritt provided multiple meal services in response to Hurricane Irma. We provided Monroe County with 2 base camps capable of housing over 1,000 people. As part of our turn key base camp service, more than 15,000 Meals were served for breakfast, lunch, and dinner. Contract value reflects the total cost of all base camp services provided.**

4. Company Name: Victoria County, TX

Address: **205 N. Bridge St. Ste. B101 Victoria, Texas 77901**

Contact: **Rick McBrayer**

Phone #: **361-485-3362** Email: **rmcbrayer@victoriatx.org**

Contract Value: **\$5,743,700** Year: **2017**

Description: **AshBritt completed 13 separate disaster missions throughout the state of Texas in response to Hurricane Harvey, where numerous ancillary services were provided to multiple clients, including meals ready to eat for breakfast, lunch, and dinner which totaled 1,664 meals. Contract value reflects the cost of all services provided to the County.**

5. Company Name: Fort Bend County, TX

Address: **401 Jackson St. Booth, TX 77469**

Contact: **Scott Wieghat**

Phone #: **281-342-4513** Email: **scott.wieghat@fortbentcounty.gov**

Contract Value: **\$7,146,000** Year: **2017**

Description: **2AshBritt was activated by Fort Bend County, TX in response to Hurricane Harvey. In addition to providing disaster debris management services, the County tasked us with the provision of over 1,300 meals as part of our response. The meal service included breakfast, lunch, and dinner.**

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Dow Knight
Authorized Signature

Dow Knight, Senior Vice President
Print Name and Title

procurement@ashbritt.com
Date

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
None to Disclose	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Dow Knight
Authorized Signature

Senior Vice President
Title

Dow Knight
Name (Printed)

procurement@ashbritt.com
Date

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | AshBritt, Inc.
Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (5) | Business Name | requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (6) | Business Name | is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration. |

BIDDER'S COMPANY: **AshBritt, Inc.**

AUTHORIZED PERSON:	COMPANY	Dow Knight	Senior Vice President
		PRINTED NAME	TITLE
SIGNATURE:	Dow Knight	DATE:	procurement@ashbritt.com



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale

CAM 21-0806
Exhibit 6

business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | (Business Name) | <p>is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.</p> |
| (2) | (Business Name) | <p>is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.</p> |
| (3) | (Business Name) | <p>is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.</p> |
| (4) | (Business Name) | <p>is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.</p> |
| (5) | AshBritt, Inc.
(Business Name) | <p>is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.</p> |

BIDDER’S COMPANY: **AshBritt, Inc.**

AUTHORIZED PERSON:	COMPANY	Dow Knight	Dow Knight	procurement@ashbritt.com
		PRINT NAME	SIGNATURE	DATE

Forms Non-ISO 03/17/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12561-815**

Project Description: **Emergency Catering Services**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **AshBritt, Inc.**

Authorized Company Person's Signature: **Dow Knight**

Authorized Company Person's Title: **Senior Vice President**

Date: **procurement@ashbritt.com**

9/15/2020

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

AshBritt, Inc.
Company Name

Dow Knight
Name (Printed)

07/19/2021
Date

Dow Knight
Signature

Senior Vice President
Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **AshBritt, Inc.** EIN (Optional):

Address: **565 E. Hillsboro Blvd.**

City: **DEERFIELD BEACH** State: **Florida** Zip: **33441**

Telephone No.: **954-725-6992** FAX No.: **954-725-6991** Email: **response@ashbritt.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **w/in 24 hrs.**

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
0	07/19/2021				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Dow Knight
Name (printed)

07/19/2021
Date

Dow Knight
Signature

Senior Vice President
Title

Revised 4/28/2020

EXHIBIT C

FEMA CONTRACT PROVISIONS

A. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5 (2021), as may be amended or revised, (hereinafter "this section"), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.*** The City of Fort Lauderdale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

B. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

- (1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2)** The contractor agrees to report each violation to the City of Fort Lauderdale and understands and agrees that the City of Fort Lauderdale will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3)** The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Fort Lauderdale and understands and agrees that the City of Fort Lauderdale will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Fort Lauderdale. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Fort Lauderdale, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

D. ACCESS TO RECORDS

- (1) The Contractor agrees to provide City of Fort Lauderdale, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Fort Lauderdale and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

E. DHS SEAL, LOGO, AND FLAGS

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

F. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- (1) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

G. NO OBLIGATION BY FEDERAL GOVERNMENT

- (1) The Federal Government is not a party to this contract and is not subject to and obligations or liabilities any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter from the contract.

H. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- (1) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

I. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

- (1) 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.

EXHIBIT D

REVISED 8-6-2021

SECTION VI - COST PROPOSAL PAGE

Proposer Name: AshBritt, Inc.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, owned equipment, and inventory.

DESCRIPTION – One Day of Meals	QUANTITY	UNIT	UNIT PRICE	TOTAL
Breakfast - 5:00:00 AM - 9:00 AM	889	Per Person	\$ 18.30 -	\$ 16,268.70
Lunch - 11:00 AM - 2:30 PM	889	Per Person	\$ 19.20 -	\$ 17,068.80
Dinner - 5:30 PM - 8:00 PM	946	Per Person	\$ 23.40 -	\$ 22,136.40
Snack - 11:00:00 PM - 1:00 AM	757	Per Person	\$ 19.80 -	\$ 14,988.60
TOTAL	3469			\$70,462.50

Submitted by:

Dow Knight

Name (printed)

8/6/2021

Date



Signature

Sr. Vice President

Title

12561-815 - Emergency Catering Services - Negotiation Points Clarified

- Page 17, Paragraph 3 of AshBritt proposal: Clarify whether the 7 days' worth of food in the refrigerated trailer is a required minimum order or just explaining that it can hold up to 7-days' worth of food if needed.
 - 1) **Our proposal was explaining that when our food vendors use refrigerated/freezer trailers, the trucks come with enough food to support at least 7 days of meals.**
- Clarify/Confirm if AshBritt can set up on site if needed for the same price or if all pricing is just for delivered food from Silver Linings.
 - 2) **Confirming that per meal pricing provided is designed to be in compliance with the requirements of SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, paragraph 3.2.16 and is the same price for all options (e.g. meals served in-house, meals delivered to designated locations, or meals picked up by individuals going out into the field).**

PART III – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.2.16 Supplier/Contractor shall have the option to prepare all meals offsite or at site(s) designated by the Emergency Coordinator or designee. The Supplier/Contractor is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Cambro type containers, chafing dishes or steam tables for meals that will be served in-house and provide disposable containers for meals delivered to designated locations or that are picked up by individuals going out into the field.

- Clarify/Confirm if pricing is good for one (1) day and/or as needed.
 - 3) **Confirming that pricing is good for one (1) day and/or as needed.**