



Staff Report

Approved by the County Administrator 7/2/2019

File #: 19-558D, **Version:** 1

Agenda Date: 8/20/2019

Subject:

Award of bid to Port A Pit, Inc. for Emergency Food services.

Recommended Action:

Approval by the County Administrator of the rejection of bid from Banquet Masters, Inc. on the basis of being non-responsive for not meeting insurance requirements.

Approval and execution of the Agreement by the County Administrator with Port A Pit, Inc. for emergency food services.

- This contract is for food services required during emergency activations.
- Due to the nature of this contract, the requirement to have it in force and the time it has taken to date to facilitate and implement, the County Administrator is requested to award this contract with Board of County Commissioner ratification at the August 6, 2019 meeting.
- Award is recommended to the lowest, responsive, responsible bidder Port A Pit Inc. in the estimated amount of \$300,000.00 for a sixty-month term. The estimated expenditure is based on food expenses incurred during the last emergency activation. As this contract has a sixty-month term, expenditure adjustments may be necessary during the contract term.

Contingency Contract No. 178-0447-B(JA) in the amount of \$300,000.00 for a sixty-month term, on the basis of being the lowest responsive, responsible bid meeting specifications.

Strategic Plan:

Ensure Public Health, Safety, and Welfare

2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of county services and support

Summary:

The Emergency Management Department requests award of this contract for emergency food services to be utilized in the event of an emergency activation due to a catastrophic event. The bid from Banquet Masters was deemed non-responsive for not meeting insurance requirements. The contract has provision for one (1) price adjustment per the Consumer Price Index after the first twenty-four months of the contract term.

Background/Explanation:

During the last emergency activation in 2017, the decision was made to implement a food services contract for use during future partial or full activations due to catastrophic events. This contract will provide hot meals at the County Operations Center, the Public Works Emergency Building, and the Utilities Department South Building. For employees working off-site, box breakfasts, lunches and dinners will be provided.

As we are currently in hurricane season, staff requests the County Administrator award this contract with ratification by the Board of County Commissioners at the August 6, 2019 meeting.

Fiscal Impact:

As this is a contingency contract, funds have not been specifically budgeted; based on food expenditures during the last activation, an initial amount of \$300,000.00 is requested

Estimated expenditure not to exceed: \$300,000.00

Funds will be derived from contingency reserves. A portion of the costs incurred may be offset with reimbursement from the Federal Emergency Management Agency.

Delegated Authority:

Authority for the County Administrator to approve and execute this Agreement is granted under Code Section 2-188(b).

Staff Member Responsible:

Cathy Perkins, Director, Emergency Management
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreement

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 2 day of July, 2019 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Port A Pit, Inc., 8414 Camden Street, Tampa, FL (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 178-0447-B(JA) (“RFP”) for Emergency Food Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Emergency Management.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date of July 23, 2019 and shall remain in full force for sixty (60) months, or until termination of the Agreement, whichever occurs first.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of Three Hundred Thousand \$300,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit B, payable upon submittal of an invoice as required herein.]

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and

Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit C, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Emergency Management, or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Port A Pit, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:
Pinellas County Emergency Management
Attn: Joe Borries
10750 Ulmerton Road, Bldg. 1, Suite 267
Largo, FL 33778
727-464-3800

For Contractor:
Port A Pit, Inc.
Attn: Parker Skomschek, President
8414 Camden Street
Tampa, FL 33614
813-888-8252

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its



By

Barry Burton, County Administrator

PORT A PIT, INC.

Name of Firm

By: 

Signature

Parker Skornschek

Print Name

President

Title

ATTEST:

~~XXXXXX~~

~~Clerk of the Circuit Court~~

By: Della Klug

~~XXXXXX~~

APPROVED AS TO FORM

By:



Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

During emergencies of all magnitude, the County has workers stationed at multiple worksites to prepare, respond and recover from disasters. This work can be from twelve (12) hours a day to twenty-four (24) hours per day. The County will provide two (2) options as detailed below: (A) On-site Food Services; and (B) Off-site Food Services (with/without Delivery). For Option A, two (2) sites, the County's Emergency Operations Center (EOC) and the Public Works' Operations Center (ERB), have full kitchens, and one (1) site (County Utilities South Building) has partial kitchen facilities.

County Emergency Operations Center (EOC)
10750 Ulmerton Road, Largo FL 33778

Public Works Emergency R Building
22211 U.S. 19 North, Clearwater, FL 33765

Pinellas County Utilities South
6730 142nd Avenue, Largo, FL 33771

GENERAL CONDITIONS:

1. On the effective date, Vendor guarantees they are under no current or pending investigation for placement on the Federal Emergency Management Agency (FEMA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs. A statement must be signed and provided in the response to the Invitation to Bid (ITB).
2. Vendor is responsible for adherence to applicable federal, state, and local regulations and laws, including but not limited to: all local and state Occupational Safety Health, Environmental Management Department regulations, the latest International Building Code, the latest International Fire Code for occupancies being constructed throughout the duration of the contract.
3. The Vendor is responsible for obtaining permits as required throughout the duration of the contract. The Vendor must provide all phases of service in compliance with Federal, State, and local guidelines governing health and food service sanitation. The County and/or local health department reserve the right to inspect Vendor's preparation facilities, and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
4. Vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.
5. Vendor must adhere to all FEMA standards for the duration of the contract term.
6. Vendor must operate in accordance with program regulations specified in 7 CFR Parts 225 and 226.
7. The County shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization by Vendor for services will be dependent upon the needs and requirements of the County.
8. Vendor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
9. All employees of the Vendor shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public and their fellow employees.

EXHIBIT A

STATEMENT OF WORK

10. The County reserves the right to cancel any and all meals, without penalty, by notification to the Vendor twenty-four (24) hours in advance of the next scheduled serving. The Vendor must provide re-stocking costs, specific cancellation criteria and/or cost to be incurred in the event food service is cancelled with less than twenty-four (24) hour notice. This is true especially as the event winds down and staff are released or consolidated to certain locations.
11. The County reserves the right to immediately cancel the Vendor's contract without penalty if the food or services provided does not meet the requirements specified by the contract.

MEAL SERVICES:**OPTION A – On-site Food Service:**

12. Dependent upon the event type or forecasted impact, food services may be required at all three (3) sites, or only one (1) or two (2) of the sites.
13. Vendor to furnish and manage all food, beverage, ancillary equipment, and personnel necessary for efficient and sanitary catering, including clean-up service ("Food Services") per event. Duties include, but are not limited to: management, control, purchase, receipt, storage, issuance, handling, processing, preparation, food serving and clean-up. All hot meals shall be served by Vendor personnel.

Meals include: breakfast, lunch, dinner, midnight meal, snack

County shall provide notice of intent to utilize the contract to Vendor as soon as practical, but at a minimum will provide Vendor a minimum of twenty-four (24) hour notice prior to activation/first meal requiring service. Vendor will have four (4) hours from notice of intent to respond to the notice of intent with its capability to fulfill the obligation. If inadequate notice is given, the Vendor can offer alternative meal services at a cost not-to-exceed the cost of standard services.

NOTE: If the contactor is unable to fulfill the food service requested, the County may secure services from other sources and Vendors.

Due to the sporadic occurrence of emergency activity, the County DOES NOT GUARANTEE placement of any orders under this contract.

14. Estimated activation counts for on-site food service will be provided on the initial work order. Vendor is to be prepared to provide additional meals, if necessary, as an additional flat fee for meals over those noted. This additional fee would be in increments of ten (10) meals.
15. Vendor staff, due to safety from the hazardous weather conditions, may be required to remain onsite at certain locations during the duration of the worst weather. The County will try to provide sleeping arrangements in their sleeping quarters, if available.
16. Vendor to provide the following (inclusive of everything required for a full activation), including but not limited to:
 - a. Pantry items for event duration, both perishable and non-perishable items.
 - b. A variety of beverage items as well as fountain or beverage machines, to include, but not limited to: soda, water, coffee, energy drinks, and juices and must adhere to all applicable County beverage exclusivity restrictions and shall not exceed countywide vending machine prices.
 - c. Vendor shall make available coffee service with cups, sugar, creamer, stirrers, etc. on a twenty-four hour basis for the duration of the event.
 - d. Milk shall be provided in individual eight (8) ounce cartons.

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- e. Equipment, serving ware, small ware and disposables needed for meal services including containers, disposable gloves, alcohol wipes, plates, bowls, utensils, napkins, salt and pepper and condiments, etc., as appropriate. All disposables provided by Vendor should be made of recycled materials, be recyclable, and/or be easily compostable; expanded polystyrene or Styrofoam is to be avoided.
- f. Individually wrapped snack items such as, but not limited to: chips, pretzels, peanuts, popcorn, crackers, cookies, candy, pudding and jello, and must adhere to all applicable County snack exclusivity restrictions.

OPTION B – Preparation of Off-Site Food Service (with/without Delivery):

17. Vendor shall be prepared to provide Vendor-prepared boxed meals at numerous locations as noted in Exhibit A(1) under the “Boxed” column. Vendors are to be prepared to provide additional meals, if necessary, as an additional flat fee for meals over those noted in Attachment A(1). This additional fee would be in increments of ten (10) meals.
18. Vendor may use their own commercial kitchen and deliver to each site or have a pick-up location for County staff to retrieve the meals. The location of the commercial kitchen must be within a minimum Zone “D” evacuation zone and County reserves the right to inspect location and site prior to acceptance by the County of vendor’s use of such site. If a vendor anticipates providing both on-site and off-site food services, Vendor may utilize County-owned staff retrieve the meals.
19. Vendor is to furnish and manage all food, beverage, ancillary equipment, and personnel necessary for efficient and sanitary catering, including clean-up service (“Food Services”) per event. Duties include, but are not limited to: management, control, purchase, receipt, storage, issuance, handling, processing, food preparation for pickup or delivery, and clean-up.

Meals include: breakfast, lunch, dinner, midnight meal

County shall provide notice of intent to utilize the contract to Vendor as soon as practical, but at a minimum will provide Vendor a minimum of twenty-four (24) hour notice prior to activation/first meal requiring service. Vendor will have four (4) hours from notice of intent to respond to the notice of intent with its capability to fulfill the obligation. If inadequate notice is given, the Vendor can offer alternative meal services at a cost not-to-exceed the cost of standard services.

NOTE: If the contactor is unable to fulfill the food service requested, the County may secure services from other sources and Vendors.

Due to the sporadic occurrence of emergency activity, the County DOES NOT GUARANTEE placement of any orders under this contract.

20. Food shall be packaged for delivery in a safe and secure manner to prevent leakage and food shall be contained in insulated containers to maintain safe temperatures. Containers and overlays shall have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° Fahrenheit or higher. Vendor shall not provide food that requires reheating.

If Providing Food Delivery:

21. Vendor shall deliver all meals on time. “On time” delivery is defined as within each site’s service window, defined as no more than thirty (30) minutes before the site’s scheduled meal time and no less than thirty (30) minutes after the site’s scheduled meal time. The County shall not be charged for meals delivered outside of the service window.
22. The Vendor shall notify the County of any unanticipated changes that result in meals being delivered outside of the service window with explanation.

EXHIBIT A

STATEMENT OF WORK

23. Service staff shall be provided at the meal site while the meal is served to assist in service, verify that the meals service is completed and served at a safe temperature. Meals not at a safe temperature shall be rejected.
24. Vendor must provide delivery sheets/slips/tickets signed by a representative of the meal site at delivery, which must include the date, time, and amount of delivery; and
 - a. Menus for all meal types served.
 - b. Number and type of staff positions utilized during each shift

Menus:

25. Meals may be unitized or bulk style (food that is delivered by component in order to facilitate family style meal service). Meals may be all cold items or meals may be a variety of hot or cold items.
26. Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to service or delivery.
27. Exhibit A(2) provides a list of foods types to be provided for each meal services.
28. Nutritional standards shall apply, as follow:
 - a. Peanut and tree nut products shall be clearly identified
 - b. Vegetarian meals shall be available every day and must rotate daily to avoid repetition. Vegetarian meals must be clearly labeled or identified as vegetarian
29. All meat and meat products except sausage products shall have been slaughtered, processed, and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.
30. Vendor must seek approval from the County prior to making any deviations from approved cycle menus. When an emergency situation exists which might prevent Vendor from delivering a specified meal component, Vendor shall notify the County immediately so substitutions can be agreed upon.
31. Vendor shall make reasonable substitutions in the menu items for personnel who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made only when supported by a statement of the need for substitutes that includes recommended alternate foods.
32. Hours Of Meals:
 - Breakfast: 06:00 - 09:00
 - Lunch: 11:30 - 13:30
 - Dinner: 17:00 - 19:30
 - Midnight Meal: 23:30 - 01:30
 - Snacks: 24/7
33. Various equipment, kitchen, and small wares are available onsite by the County at the three (3) kitchen locations. Inspection of equipment will be coordinated before and after the event with the County via the Real Estate Management Department (REM) or designee. Any other equipment, kitchen and small wares necessary to prepare hot and portable meals shall be provided by the Vendor, at Vendor's sole cost.
34. Vendor is required to provide soft packaging, ancillary items (i.e., utensils, condiments) for food services both for internal services and for delivery meals.

EXHIBIT A

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35. Vendor is responsible for all ordering, delivering, unloading, and re-stocking.
36. Vendor 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 one meal.
37. Vendor shall maintain all foods at the temperature necessary to ensure its safety at all times including preparation, storage, and delivery. This means that, at delivery, cold food shall be less than 40° Fahrenheit and hot food shall be more than 140° Fahrenheit.
38. Vendor shall not serve leftovers from other functions they may cater during off duty hours, or leftovers from the previous day menu.
39. Vendor shall pack and mark all items in accordance with good commercial practice. Labels, if any, shall be in accordance with the Federal, Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
40. The Vendor must ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Vendor shall use standard commercial precautionary markings such as "KEEP FROZEN" or "KEEP REFRIGERATED."

Sanitation:

41. Vendor is responsible for cleaning, food, and garbage removal and sanitation service to all food related equipment and food service areas used to serve the County locations.

Security/Access:

42. Vendor will be permitted access to the kitchen areas opened for the event, i.e., the EOC and ERB and Utilities Building South locations, prior to, during, and after each activation.

Background Checks - Staffing:

43. Prior to assignment, Vendor will need to provide a list of all employees who will be assigned for this service. The County reserves the right to conduct background checks on these employees and further reserves the right to reject the assignment of any employee(s) based on the results of the background check.
44. Vendor shall keep current records of background checks and submit them to County upon request.
45. Delivery drivers, and any other staff who will visit sites, shall not have been found guilty for any of the following felony offenses or their equivalent: murder, attempted murder, manslaughter, or arson; any type of assault; mayhem, malicious disfigurement, or threats to do bodily harm; burglary, robbery, kidnapping, illegal use or possession of a firearm; sexual offenses, or child abuse or cruelty to children.

Site Closures/Inclement Weather Conditions:

The following requirements apply to unplanned meal site closures caused by inclement weather, safety concerns (e.g. incidents of crime), or states of emergency:

46. If a lunch/supper meal is canceled before 8:00 a.m. for an Emergency closure, the County shall not be charged for the food. It may be rolled to the next day.
47. If a lunch/supper meal is canceled after 8:00 a.m. for an Emergency closure, the County shall assume the cost of the meal.
48. If a breakfast or snack is canceled at any time before delivery, the County should not be charged for the meal.

EXHIBIT A

STATEMENT OF WORK

Reporting/Recordkeeping:

49. Vendor must maintain the following records for five (5) years plus the current year, even if the contract is terminated, and must make them available to the County, state agency, and FEMA upon request:
- a. Purchase orders and production records, invoices;
50. Delivery sheets/slips/tickets signed by a representative of the meal site at delivery, which must include the date, time, and amount of delivery; and Menus for all meal types served. Number and type of staff positions utilized during each shift must also be provided.
51. Should an audit take place and the audit findings have not yet been resolved, Vendor records must be kept as long as required for the audit to be resolved.

Pricing / Payments:

Unit Price Schedule and Instructions:

52. Vendor shall provide an all-inclusive invoice for the full meal by total number of meals served at the end of each serving shift, breakfast, lunch, dinner, and midnight. .
- Invoice shall include: reason for activation, date(s), total number of guests serviced
53. Vendor's price per meal should be inclusive of all food and non-food costs associated with meal production and preparation for/or delivery, including the assumed cost of providing any meal accommodations, replacement serving-ware or delivery. This includes wages for staff remaining on premises during twenty-four (24) hour activations.

EXHIBIT A(1)

STATEMENT OF WORK

DELIVERY LOCATIONS

Department:	Parks & Conservation Resources				
Address:	12520 Ulmerton Rd				
Location	Pinellas County Extension		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	169		169
		Lunch	137		137
		Dinner	137		137
		Midnight	60		60
Snacks (24/7)					

Department:	Utilities/REM/Fleet				
Address:	6730 142nd Ave				
Location	GMD		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast			
		Lunch	100		100
		Dinner			
		Midnight			
Snacks (24/7)					

Department:	Utilities				
Address:	7401 54th Ave N				
Location	South Cross Bayou		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	30		30
		Lunch	30		30
		Dinner	29		29
		Midnight	29		29
Snacks (24/7)					

EXHIBIT A(1)

STATEMENT OF WORK

Department:	Utilities				
Address:	3655 Keller Circle, Tarpon Springs				
Location	Keller		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast			
		Lunch	15		15
		Dinner			
		Midnight			
Snacks (24/7)					

Department:	Public Works/REM/Others				
Address:	22211 US HWY 19 N				
Location	Main Campus		# of meals		
Kitchen	Y		Boxed	Non-boxed	TOTAL
		Breakfast	25		25
		Lunch	225		225
		Dinner	25		25
		Midnight	25		25
Snacks (24/7)					

Department:	REM				
Address:	10750 Ulmerton Rd				
Location	Public Safety Campus		# of meals		
Kitchen	Y		Boxed	Non-boxed	TOTAL
		Breakfast	12		12
		Lunch	12		12
		Dinner	12		12
		Midnight	12		12
Snacks (24/7)					

EXHIBIT A(1)

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Department:	REM				
Address:	13001 Starkey Rd				
Location	Supervisor of Elections		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	6		6
		Lunch	6		6
		Dinner	6		6
		Midnight	6		6
Snacks (24/7)					

Department:	REM				
Address:	12490 Ulmerton Road				
Location	Emergency Medical Services		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	6		6
		Lunch	6		6
		Dinner	6		6
		Midnight	6		6
Snacks (24/7)					

Department:	REM				
Address:	14250 49th St N				
Location	County Justice Center		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	8		8
		Lunch	8		8
		Dinner	8		8
		Midnight	8		8
Snacks (24/7)					

EXHIBIT A(1)

STATEMENT OF WORK

Department:	REM				
Address:	303 Chestnut St				
Location	NW Facility Operations			# of meals	
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	8		8
		Lunch	8		8
		Dinner	8		8
		Midnight	8		8
Snacks (24/7)					

Department:	REM				
Address:	14400 49th Street N				
Location	County Jail			# of meals	
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	27		27
		Lunch	27		27
		Dinner	27		27
		Midnight	27		27
Snacks (24/7)					

Department:	REM				
Address:	9685 Ulmerton Road				
Location	Fleet-Main Garage			# of meals	
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	6		6
		Lunch	6		6
		Dinner	6		6
		Midnight	6		6
Snacks (24/7)					

EXHIBIT A(1)

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Department:	REM/Utilities				
Address:	3950 Dunn Drive				
Location	Fleet-Dunn		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	20	20	20
		Lunch	20	20	20
		Dinner	20	20	20
		Midnight	20	20	20
Snacks (24/7)					

Department:	Airport				
Address:	14700 Terminal Blvd				
Location	PIE		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	55		55
		Lunch	55		55
		Dinner	55		55
		Midnight	55		55
Snacks (24/7)					

Department:	Solid Waste				
Address:	3095 114th Ave N				
Location	Solid Waste Campus		# of meals		
Kitchen	N		Boxed	Non-boxed	TOTAL
		Breakfast	1		1
		Lunch	1		1
		Dinner	1		1
		Midnight	1		1
Snacks (24/7)					

EXHIBIT A(2)

STATEMENT OF WORK

Attachment B: Sample Meal Pattern Requirements

Each meal served shall contain, at a minimum, the indicated meal components:

- Milk includes whole milk, low-fat milk, skim milk, flavored milk made from these types of milk.
- Bread alternate may also include an equivalent serving of items such as a roll, biscuit, muffin, cooked enriched or whole grain rice, macaroni, noodles, or other pasta products.
- Combination foods that are used to satisfy the meat/meat alternate component, e.g. pizza, bean burritos, breaded fish or chicken portions.
- Sweet baked goods may not be served as part of a reimbursable snack more than two times in a week. Sweet baked goods include cookies, dessert pies, cakes and brownies.
- No fried vegetables.
- Limitation on sugary cereal: no more than 2 times per week
 - NOTE: all cereal must be labeled as whole grain, enriched, or fortified

Hot Breakfast:

- Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product).
- Meat - 4 oz. (raw uncooked weight).
- Bread or Hot cakes or French toast or Waffles - or equivalent starch (equal to 3 (1 to 1½ oz.) slices of bread.
- Potatoes - 6 oz. or equivalent starch.
- White Milk – 1 cup. Chocolate milk if available.
- Fresh Fruit or Canned Fruit.
- Chilled 100% Fruit Juice - 5½ oz.
- Cooked Cereal - 6 oz.

Cold Breakfasts:

Cold Breakfasts shall be packaged using appropriate containers. A cold breakfast shall consist of cold breakfast food and shall contain the following items:

- Dry Cereal - 2 individual serving boxes, ¾ oz. each.
- Breakfast Protein Item - One or more items with a combined weight of 4 oz.
- White Milk – 1 cup. Chocolate milk if available.
- Muffin(s) or equivalent - 3 oz.
- Fresh or Canned Fruit - 5½ oz. For variety 2 oz. of dried apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins, or other dried fruit may be substituted (not to be used on a daily basis).
- 100% Fruit Juice - 5½ oz.

Additional Items for Hot Breakfast and Cold Breakfast:

In addition to the above, the items listed below shall be made available for the hot breakfast meals:

- Butter and margarine, instant hot cereal, jelly or jam, peanut butter, salt, pepper, sugar, cream (or substitute), tea and hot chocolate.
- These items shall be individually packaged. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining area.
- Salsa, hot peppers, brown sugar and raisins or other dried fruit shall also be made available, in appropriate serving containers, not individually packaged.

EXHIBIT A(2)

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Sack Lunch:

Regular and vegetarian sack lunches shall be provided as ordered. Vegetarian sack lunches shall be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular sack lunches. Non-meat protein substitutes such as vegetarian lunch meats shall be used on a limited basis in vegetarian sack lunches.

Definition: Ovo-Lacto Vegetarian - This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat, chicken, fish or flesh of any kind, but do eat eggs and dairy products. Sub categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

NOTE: Pre-prepared sandwiches shall not be frozen.

Sack lunches shall consist of the following items:

- Entree 1 - One Meat Sandwich (or Sandwich with Non-meat Substitute for Vegetarian)
- The sandwich shall be wrapped in plastic wrap or plastic bags.
- The sandwich shall contain two 1 to 1½ oz. slices of bread.
- The meat sandwich shall contain 3½ oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese or equivalent vegetarian substitute. Ground meat, such as meatloaf or ground beef patties, may be allowed if approved by the County.
- Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.

Hot Lunch:

Hot Lunch shall include the items and quantities identified below.

- Whole/Full Muscle Meat (Raw Weight)
- Steak – 4 oz. (boneless) or 6 oz. (bone-in), or
- Beef – 4 oz. (boneless) or 6 oz. (bone-in), or
- Beef and Pork Ribs – 6 oz. (boneless) or 8 oz. (bone-in), or
- Pork – 4 oz. (boneless) or 6 oz. (bone-in), or
- Lamb – 4 oz. (boneless) or 6 oz. (bone-in), or
- Poultry – 4 oz. (boneless) or 6 oz. (bone-in), or
- Ham - 4 oz. (boneless) or 6 oz. (bone-in), or
- Fish - 4 oz.
- The Vendor may elect to serve an entree such as lasagna or casseroles in 6 - 8 oz. portions.

NOTE: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards. The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications

- (IMPS). The portion weight is specified on the supplier's label.
- Precooked meat shall meet equivalent weight of raw meat products.
- Non Meat Protein - 4 oz.
- Vegetables - 4 oz.
- Potatoes - 6 oz. or equivalent starch.

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- Bread - Two 1 to 1½ oz. slices or equivalent starch.
- White Milk - 1/2 pint. Chocolate milk should be available.
- Dessert - 4 oz.
- Tossed green salad or prepared salads – 4 oz
- One fruit or fruit salad,
- Three types of salad dressings (regular and/or low/non-fat),
- Three salad condiments.
- Additional Items for Hot Dinners – In addition to the above, the items listed below, shall be made available for the hot dinner meals:
- Butter and margarine, jelly or jam, peanut butter, mustard, ketchup, steak sauce, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles.

The Vendor may choose a variety of items for a second entrée including a second sandwich. The preferred option is to provide energy bars. Entrée 2 shall have a minimum nutritional value of 400 calories.

NOTE: County may approve the following for variety on an occasional basis; one supersized hoagie or submarine (salami and/or bologna may be used) having a combination of meat and/or cheese weighing 7 ounces used in place of Entree 1 and 2. Non-meat substitutes shall replace the meat in a vegetarian hoagie or submarine sandwich.

- Fruit - The fruit shall be one apple (size 100 count) or one orange (size 88 count), or other fresh fruit of comparable size.
- Dried Fruit - Factory-wrapped or resealable individually wrapped by the Vendor. This item shall have a minimum nutritional value of at least 200 calories. All ingredients shall be identified and attached to the product for easy identification. (Note: Most dried fruits have a caloric value of approximately 75 calories per oz.)
- Factory-Wrapped or Resealable Individually Wrapped Snack -
- Two (2) or more snacks with a combined minimum nutritional value of at least 400 calories. It is preferred that these snacks be high in complex carbohydrate content. All ingredients shall be identified and attached to the product for easy identification.
- Condiments - Four individual factory-wrapped packets of condiments appropriate for the entrees being served.
- Paper Napkin and Pre-Moistened Towelette - Two each.

Hot Dinners:

Hot dinners shall include the items and quantities identified below.

- Whole/Full Muscle Meat (Raw Weight)
- Steak – 8 - 10 oz. (boneless) or 12 oz. (bone-in), or
- Beef – 8 - 10 oz. (boneless) or 12 oz. (bone-in), or
- Beef and Pork Ribs – 8-10 oz. (boneless) or 12 oz. (bone-in), or
- Pork – 8- 10 oz. (boneless) or 12 oz. (bone-in), or
- Lamb – 8- 10 oz. (boneless) or 12 oz. (bone-in), or
- Poultry - 8 - 10oz. (boneless) or 12 oz. (bone-in), or
- Ham - 8 – 10 oz. (boneless) or 12 oz. (bone-in), or

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- Fish - 8 oz.
- The Vendor may elect to serve an entree such as lasagna or casseroles in 8-10 oz portions.

NOTE: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards. The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications

- (IMPS). The portion weight is specified on the supplier's label.
- Precooked meat shall meet equivalent weight of raw meat products.
- Non Meat Protein - 4 oz.
- Vegetables - 4 oz.
- Potatoes - 6 oz. or equivalent starch.
- Bread - Two 1 to 1½ oz. slices or equivalent starch.
- White Milk - 1/2 pint. Chocolate milk should be available.
- Dessert - 4 oz.
- Tossed green salad or prepared salads – 4 oz
- One fruit or fruit salad,
- Three types of salad dressings (regular and/or low/non-fat),
- Three salad condiments.
- Additional Items for Hot Dinners – In addition to the above, the items listed below, shall be made available for the hot dinner meals:
- Butter and margarine, jelly or jam, peanut butter, mustard, ketchup, steak sauce, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles.

Midnight Meal:

Midnight meal shall include the items and quantities identified below.

- Whole/Full Muscle Meat (Raw Weight)
- Steak – 4 oz. (boneless) or 6 oz. (bone-in), or
- Beef – 4 oz. (boneless) or 6 oz. (bone-in), or
- Beef and Pork Ribs – 6 oz. (boneless) or 8 oz. (bone-in), or
- Pork – 4 oz. (boneless) or 6 oz. (bone-in), or
- Lamb – 4 oz. (boneless) or 6 oz. (bone-in), or
- Poultry – 4 oz. (boneless) or 6 oz. (bone-in), or
- Ham - 4 oz. (boneless) or 6 oz. (bone-in), or
- Fish - 4 oz.
- The Vendor may elect to serve an entree such as lasagna or casseroles in 6 - 8 oz. portions.

NOTE: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards. The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications

- (IMPS). The portion weight is specified on the supplier's label.
- Precooked meat shall meet equivalent weight of raw meat products.

EXHIBIT A(2)

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- Non Meat Protein - 4 oz.
- Vegetables - 4 oz.
- Potatoes - 6 oz. or equivalent starch.
- Bread - Two 1 to 1½ oz. slices or equivalent starch.
- White Milk - 1/2 pint. Chocolate milk should be available.
- Dessert - 4 oz.
- Tossed green salad or prepared salads – 4 oz
- One fruit or fruit salad,
- Three types of salad dressings (regular and/or low/non-fat),
- Three salad condiments.
- Additional Items for Hot Dinners – In addition to the above, the items listed below, shall be made available for the hot dinner meals:
- Butter and margarine, jelly or jam, peanut butter, mustard, ketchup, steak sauce, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles.

Twenty-Four Hour Service Bar

The following items shall be available in a service bar 24 hours per day at the EOC or PWOC dining area. There is no additional charge for any of these items, due to the fact that the cost for these items are calculated in the daily meal prices.

- Hot Regular Brewed Coffee (regular and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Vendor's option.
- Hot Water
- Hot Chocolate
- Tea Bags (regular and decaffeinated)
- Cold Drinks
- Iced Tea (regular and decaffeinated)
- Dry Cereal
- Snacks

EXHIBIT B

INSURANCE REQUIREMENTS

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Vendor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Vendor shall email certificate that is compliant with the insurance requirements to **jarmstrong@pinellascounty.org**. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Vendor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Vendor to the County at least thirty (30) days prior to the expiration date.
 - (1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - (2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Vendor for such purchase or offset the cost against amounts due to Vendor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

EXHIBIT B

INSURANCE REQUIREMENTS

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Vendor to the same extent Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Vendor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Vendor is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have

EXHIBIT B

INSURANCE REQUIREMENTS

the right, but not the obligation to determine that the Vendor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Vendor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Vendor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Vendor and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

**EXHIBIT C
PAYMENT SCHEDULE**

	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	PRICE	TOTAL
1	Breakfast (beverage not included)	2702	Meal	\$18.02	\$48,690.04
2	Lunch (beverage not included)	2702	Meal	\$19.57	\$52,878.14
3	Dinner (beverage not included)	2702	Meal	\$28.32	\$76,520.64
4	Midnight Snack (beverage not included)	2702	Meal	\$19.57	\$52,878.14
5	Individual Serving Beverages				
a	Bottled Water (16.9 oz)	2702	Bottle	\$1.03	\$2,783.06
b	Milk (8 oz.)	2702	Carton/Bottle	\$1.03	\$2,783.06
c	Sports Drinks (16.9 oz.)	2702	Bottle	\$1.80	\$4,863.60
d	Soda (12 oz.)	2702	Can	\$1.28	\$3,458.56
6	Coffee Service	5	Days	\$1,390.50	\$6,952.50
	Additional Meals	10	Meals	\$257.50	\$2,575.00
	Restocking Fee	2702	Meal	\$11.58	\$31,289.16
				Unspecified	\$15,000.00
				Total Option A	\$300,671.90

OPTION B - PREPARATION OF OFF-SITE FOOD SERVICES (with/without Delivery):

	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	PRICE	TOTAL
1	Packaged Breakfast (bottle of water included)	373	Meal	\$19.05	\$7,105.65
2	Packaged Lunch (bottle of water included)	656	Meal	\$20.60	\$13,513.60
3	Packaged Dinner (bottle of water included)	340	Meal	\$29.35	\$9,979.00
4	Packaged Midnight Snack (bottle of water incl)	263	Meal	\$20.60	\$5,417.80
5	Additional Packaged Meals	10	Meals	\$267.80	\$2,678.00
	Restocking Fee	656	Meal	\$11.58	\$7,596.48
				Unspecified	\$10,000.00
				Total Option B	\$56,290.53

IF PROVIDING DELIVERY (see locations on Exhibit A)

	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	PRICE	TOTAL
5	Delivery Fee	1632	Meal		\$0.00

TOTALS:

				Total Option A	\$300,671.90
				Total Option B	\$56,290.53
				GRAND TOTAL	\$413,252.96

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.