

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0115-1530**

THE PARTIES TO THIS CONTRACT, effective on the first day of August, 2015 (the "Effective Date"), are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Sahasra, LLC, d/b/a Brooke Cleaners ("Vendor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Vendor will provide as-needed dry cleaning services for City Code Enforcement, Fire Department, and Police Department garments, as further described in Exhibit A, attached hereto

Section 2. Purchase Order Required. This Contract, in and of itself, does not authorize or require the VENDOR to perform any services, or require the CITY to pay for such services. No services will be deemed ordered, and no obligation will arise to pay for such services, except when specifically authorized by a written purchase order issued in accordance with the CITY's procurement policies. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern

Section 3. Fee(s). For the services provided under this Contract, CITY will pay VENDOR Fees based upon the Fee/Rate Schedule attached hereto as **Exhibit B**.

The Fees described herein will be VENDOR's sole compensation for the services to be provided. VENDOR will be solely responsible for all of costs VENDOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Services will be billed in arrears. Vendor will bill the City no more frequently than monthly. Vendor will issue separate bills to each of the divisions and departments serviced.

(b) Except as otherwise provided herein, the City will pay 30 days after receipt of a valid invoice or receipt of services, whichever is later

(c) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(d) If an invoice submitted by Vendor is not valid, within 30 days after receipt the City will provide notice to the Vendor identifying the deficiencies.

Section 5. Standard of Performance. Vendor's services will at a minimum meet the level care and skill ordinarily used by members of Vendor's profession performing the type of services provided herein within the State of Florida. Additional standards regarding performance are set forth in Exhibit A.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Vendor. Vendor is an independent Vendor of the City and will be in control of the means and the method in which the requested work is performed. As an independent Vendor, Vendor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Vendor agrees to indemnify and hold harmless the City from any

obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Vendor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Vendor will comply with the requirements of Florida Statutes Section 119.0701, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Vendor upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

Section 8. Contract Term. The Term of this Contract is three years, commencing on August 1, 2015, or the Effective Date, whichever is later and ending on July 31, 2018.

If this Contract specifically provides that some or all of Vendor's services will be required only after issuance of a City purchase order, any purchase order previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Vendor's material breach after notifying Vendor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Vendor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Vendor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Vendor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Vendor's material breach of its contractual obligations, City must provide Vendor prior written notice, specifying the breach and demanding Vendor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Vendor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Vendor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Vendor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Vendor will be paid compensation for authorized services performed to the date of termination. If termination is due to Vendor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Vendor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Vendor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Vendor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Vendor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. If the notice of material breach issued by the City pursuant to the preceding Section so directs, Vendor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification. Vendor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor, or Vendor's officers, employees, or agents, including subcontractors and other persons employed or use by Vendor in the performance of this Contract

Section 12. Insurance. Vendor will provide and maintain at Vendor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Vendor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Vendor wishes to claim an exemption from worker's compensation insurance requirements, Vendor will notify the Risk Manager in writing on Vendor's official letterhead.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent Vendors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Vendor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(b) Proof of Insurance. Vendor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Vendor will not commence work until all proof of such insurance has been filed with and approved by the City. Vendor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the City, Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Cancellation; Replacement Required. Vendor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Vendor's prior knowledge Vendor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Vendor's expense if Vendor fails to do so.

(d) Termination of Insurance. Vendor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Vendor has received written notification from the Risk Management Division of the City that Vendor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Vendor if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. Vendor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Vendor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Vendor's failure to obtain insurance coverage.

Vendor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Vendor that does not meet the requirements of this Contract.

(Contract continues on following pages.)

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
City of Daytona Beach
PO Box 1251
Daytona Beach, FL 32115-2451
Fax: 386-671-8085

To Vendor:
Sahasra, LLC (dba Brooke Cleaners)
133 Main Street
Daytona Beach, FL 32118
Fax: 386-760-1837

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. Vendor represents that Vendor has or will secure at Vendor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Vendor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Vendor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Vendor, will be construed to operate as a waiver of the City's rights under this Contract. Vendor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Vendor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the

mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Vendor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Vendor.

(d) Truth in Negotiations Certificate. Vendor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Vendor's services under this Contract.

(f) Contingency Fee. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Vendor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Vendor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Vendor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Vendor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional,

invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind Vendor. The undersigned representative of Vendor represents and warrants the he or she is fully authorized to bind Vendor to the terms and conditions of this Contract.

(n) Incorporation of ITB. The City's Invitation to Bid # 0115-1530, and the Vendor's responsive Bid, are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Bid, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

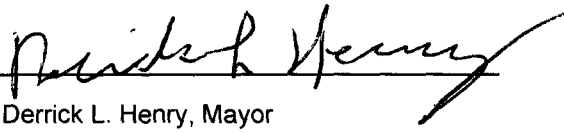
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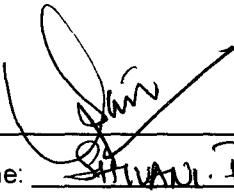
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

VENDOR

By: 
Derrick L. Henry, Mayor

By: 
Printed Name: SHUAN. P. [unclear]

Date: July 27, 2015

Title: Owner

Attest: 
Letitia LaMagna, City Clerk

Date: 6/18/15.

Approved as to legal form:

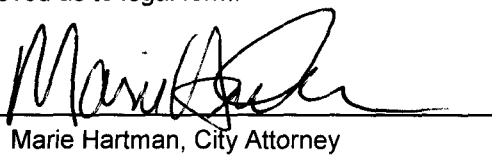
By: 
Marie Hartman, City Attorney

EXHIBIT A: SCOPE OF SERVICES

- Clothing will be dropped off and picked up by individuals authorized by the City.
- Whenever garments are dropped off for dry cleaning, Vendor will clean the garments thoroughly.
- Vendor will issue a written receipt. The receipt will itemize all items received by the VENDOR, and identify any damage on each garment dropped off.
- VENDOR will be responsible for any damage to garments picked up after dry cleaning, except for those items of damage specifically noted on the receipt.
- VENDOR shall have all clothing cleaned, pressed and ready for pick-up no later than three work days after receipt of delivery. The CITY will not be charged for any article of clothing that is not available for pick-up after three work days.
- If any garment is not cleaned to the City's satisfaction, the VENDOR will re-clean the garment at no extra expense.
- VENDOR will ensure that the clothing is made available for pick up by the proper user at the same location where it is dropped off. Any garment that the VENDOR fails to dry clean and make available for pick-up within fourteen calendar days of being dropped off by the user, will be deemed lost. Vendor will also promptly replace any lost garments. VENDOR will be charged CITY's uniform replacement cost.
- VENDOR will promptly repair, or where non-repairable replace, all garments damaged by Vendor. All repairs and replacements are subject to City approval. The City will have the right to withhold payment of any invoices otherwise due until VENDOR has provided such repairs or replacements.
- For purposes of this Contract, work days are considered Monday through Friday excluding any nationally recognized holidays.

EXHIBIT B

ITB NO. 0115-1530: DRY CLEANING SERVICES

DRY CLEANING AND LAUNDRY SERVICES FOR THE CITY OF DAYTONA BEACH BASED ON THE ESTIMATED QUANTITIES SHOWN BELOW:

DESCRIPTION	ANNUAL EST. QTY	UNIT PRICE	EST. PRICE
FIRE DEPARTMENT OPERATIONS			
JACKETS-UNIFORM	20	1.10	22
TROUSERS-UNIFORM	2400	2.00	4800
SHIRTS-UNIFORM-BUTTON	700	1.60	1120
SHIRTS-UNIFORM-POLO	2000	1.10	2200
POLICE DEPARTMENT OPERATIONS			
WORK PANTS	100	2.00	200
WORK SHIRTS	100	1.60	160
A. TOTAL FIRE OPERATIONS			\$ 8502
POLICE DEPARTMENT OPERATIONS			
JACKETS -UNIFORM	30	1.10	33
TROUSERS-UNIFORM	5000	2.00	10,000
SHIRTS-UNIFORM	5000	1.60	8000
B. TOTAL POLICE OPERATIONS			\$ 18033
WAIST	100	8.00	800
HEMS	100	5.00	500
SEAMS	100	3.00	300
PATCHES	200	3.00	600
BUTTONS	300	1.00	300
C. TOTAL ALTERATIONS			\$ 2500
GRAND TOTAL (A+B+C)			\$ 29035

PRIMARY LOCATION: 133 MAIN STREET, DAYTONA BEACH FL 32118.
 (within Daytona Beach City Limits or within 5 miles of the City Limits)

LIST ANY ALTERNATE LOCATIONS THAT EMPLOYEES MAY DROP OFF DRY CLEANING: 1136 WEST GRANDDA BLVD, ORMOND BEACH FL 32118,
1425 W GRANDDA BLVD #5, ORMOND BEACH FL 32114,
950 BEED CANYON SOUTH DAYTONA FL 32119

SUBMITTED BY:

Name of Firm: BRODIE CLEANERS.

Address: 133 MAIN STREET. DB FL 32118.

Signature: (Signature) Title: owner

COMPOSITE EXHIBIT C: ITB AND BID PROPOSAL

(Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk)

[Faint handwritten marks]