



The CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

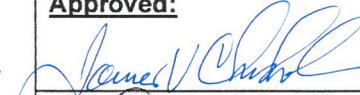
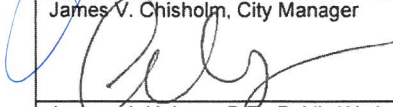
Office of the Director of Public Works

To: James V. Chisholm, City Manager

From: Andrew J. Holmes, P.E., Public Works Director

Date: July 27, 2020

Subject: ITB 20521 – Contract for Termite Inspection and Spot Treatment Services

Approved:
 James V. Chisholm, City Manager
 Andrew J. Holmes, P.E., Public Works Director
Kirk Zimmerman <small>Digitally signed by Kirk Zimmerman Date: 2020.07.30 12:56:01 -04'00'</small>
Joanne Flick, Purchasing Agent

Request

The Public Works Department requests the City Manager to approve a contract to Power Exterminators Inc. (dba 'Power X'), 5032 Forsyth Commerce Road, Suite 2, Orlando, FL 32807; for Termite Inspection and Spot Treatment Services for a total annual amount of \$3,585.00.

Purpose

The purpose of this memo is for the approval of a contract for termite inspection and spot treatment services.

Consideration

Due to the age of the various buildings throughout The City, it became necessary to contract termite services. The City went out to bid for termite inspection and spot treatment services, ITB# 20521. Power X was the lowest bidder for services. The Contract is for 1-year with an option for the City to renew up to 4 terms of 1-year each. Approval of this contract will reduce the costs of future service calls and possibly reduce future repair needs.

Funding

N/A

Recommendation

The Public Works Department recommends the City Manager approve a contract to Power Exterminators Inc. (dba 'Power X'), 5032 Forsyth Commerce Road, Suite 2, Orlando, FL 32807; for Termite Inspection and Spot Treatment Services for a total annual amount of \$3,585.00.

Attachments

1. CONTRACT 20521

**CONTRACT FOR TERMITE INSPECTION AND SPOT TREATMENT SERVICES
ITB 20521**

THE PARTIES TO THIS Contract are the City of Daytona Beach, a Florida municipal corporation ("City") and Power X ("Contractor"), 5032 Forsyth Commerce Road, Suite 2, Orlando, FL 32807.

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

Section 1. Scope of Services. Contractor will provide termite inspection and spot treatment services to the City as further described in ITB 20521 attached hereto and incorporated herein by reference.

Section 2. Incorporation of ITB and Offer Package. The City's Invitation to Bid (ITB) 20521, and any Addenda are incorporated herein as Exhibit A. The Contractor's Responsive Offer is attached as Exhibit B. In case of conflicts between the Solicitation, Exhibit A, and the Offer, Exhibit B; Exhibit A (the ITB) will govern. In case of conflicts between Exhibit A and other provisions of this Contract, this Contract will govern.

Section 3. 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:

Attn: James Nelson
City Engineer
The City of Daytona Beach
950 Bellevue Avenue #600
Daytona Beach, FL 32114
Fax: 386.671.8620

To Contractor:

Attn: Hector Mora
Title: Operations Manager
Contractor: Power X
Address: 5032 Forsyth Commerce Road, Ste #2
City/ST/Zip: Orlando, FL 32807
Fax: NA

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 4. Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

Section 5. 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.

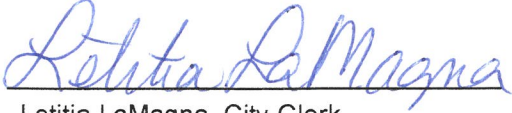
Section 6. Effective Date and Term. The Effective Date of this Contract is November 4, 2020. The successful Bidder(s) shall be awarded a Contract for an initial 1 year, commencing on the effective date. The City will have the option to renew this Supplier up to 4 Terms of 1 year(s) each, by providing Supplier written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Supplier.

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

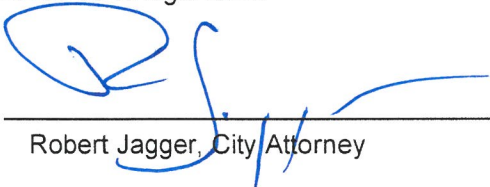
THE CITY

By: 
James V. Chisholm, City Manager


Date: 08-07-20

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

CONTRACTOR

By: 
Printed Name: Hector Mora

Title: Operations Manager

Date: 6-17-20

THESE TERMS ARE STANDARD FOR ALL SOLICITATIONS ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL PROVISIONS.

SECTION 1: DEFINITIONS. Certain terms used herein will have the following meanings:

- D-1. Addenda means written or graphic instruments issued prior to the end of the Offer Phase which clarify, correct, or change the solicitation documents or Contract documents. Also means Addendum.
- D-2. Bidder – one who submits a response to a Solicitation.
- D-3. City means the City of Daytona Beach, unless the context indicates otherwise, includes the City's officers, employees, and agents.
- D-4. Commodities means the supplies, materials, Goods, merchandise, food, equipment, or other personal property, excluding real property, that the Bidder will be obligated to provide the City under any resulting Contract. References to Goods shall mean Commodities. The commodities are generally set forth in the Price Sheet.
- D-5. Contract means the form Contract, if any, required by the City in order to integrate all terms and conditions therein, provided by the City for the Bidder's execution and includes 1) the Solicitation documents 2) the Offer Package, 3) the Resolution or Ordinance 4) all Purchase Orders issued pursuant to the Solicitation documents 5) all amendments that may after the date of award be executed by the Bidder and the City 6) any addenda 7) any other Solicitation Documents. Also means an agreement to purchase Goods or Services or both, regardless of whether the agreement is reduced to a single written document.
- D-6. Electronic Signature means the original signature transmitted and received via electronic transmission of a scanned document, (e.g., PDF or similar format) and are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The City shall determine legibility and acceptability for public record purposes.
- D-7. Florida Prompt Payment Act means F.S. §§ 255.0705—255.078, as amended from time to time.
- D-8. Goods means Commodities.
- D-9. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of six months prior to the date Offers were received for the purchase or Contract at issue, which generally provides from such permanent place of business the kinds of Goods or Services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.
- D-10. Notice of Intent to Award (NOI) means a written notice given by the City stating that staff is recommending award to the listed Bidder. It includes instructions for completing and submitting any Contract that accompanies the NOI.
- D-11. Offer means Solicitation Response, Submission, Submittal, Bid, or Proposal, submitted by a Bidder on the prescribed forms setting forth the prices for the work to be performed, and in the case of a Request for Proposals, the credentials, qualifications, and proposed project approach. Also means Offer Package.
- D-12. Offer Deadline means the specific date a time that a Solicitation is due. No Offers will be accepted after this time.

SECTION 2: INSTRUCTIONS TO BIDDERS

IS-1. SOLICITATION DOCUMENTS. The Solicitation Documents consist of the Information Page; these Instructions; General Provisions; Special Provisions, if any; Technical Specifications, if any; Insurance Requirements; the Offer Package, and all additional forms provided by the City as part of this Solicitation that are required to be completed and submitted by the Bidder as part of the Offer, regardless of whether these forms are described herein as exhibits or attachments to the Solicitation. Together, the Offer Forms and the additional forms required to be submitted by the Bidder as part of the Offer, constitute the "Offer Package."

Electronic Posting of Solicitation Documents. The City's **ONLY** official outlet for publication and posting of City of Daytona Beach Solicitations is on the Negometrix Platform. The Platform is the only place the City will post Solicitation information, addendums, questions & answers and Contract related information. The City will not honor or verify information redistributed or reposted by other entities on other Internet sites. Bidders relying on such 'second hand' information will do so at their own risk and of no consequence to the City.

In making copies of the Solicitation Documents available, the City does so only for the purpose of obtaining Offers and does not confer a license or grant to use the Solicitation Package for any other purpose.

IS-2. COMPLETING THE OFFER PACKAGE. In submitting the Offer, the Bidder must complete and include all Offer documents. In order for the Offer to be considered complete:

- A. The Bidder must submit the information required, only on the forms provided by the City as part of the Offer Documents, except where the Offer Documents specifically permit or require otherwise.
- B. The City requests that the Bidder submit only the forms provided in the Platform. If the Bidder submits any additional documents other than the forms provided these extraneous documents will be discarded. All fields requiring a response must be completed by the Bidder, failure to do so may result in the Bidder's Offer Package being deemed non-responsive and not considered for award.
- C. Where the Price Sheet only calls for unit prices, the Bidder must quote all unit prices and extend unit prices set forth on the Price Sheet. The Bidder must include the Price Sheet with their Offer in order to be Responsive. If this Solicitation allows for lot-by-lot Offers, the Bidder must comply with the Special Instructions set forth in the Solicitation Documents.
- D. The Offer Price (including unit prices and extended prices if applicable), must be stated in numerals.
- E. The Bidder must not submit alternative Offers unless this Solicitation specifically authorizes alternate Offers. If this Solicitation specifically requires the submission of alternate line items, the Bidder must submit the base price and the alternative line item price(s) in the format provided on the Price Sheet in to be considered Responsive.
- F. The Offer may not contain qualifications or exceptions of any kind.
- G. All other Offer requirements stated herein must be met.

IS-3. SIGNING THE OFFER PACKAGE. The Offer must contain an original or Electronic Signature of an individual who is authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. In addition:

- A. If the Bidder is a general partnership, its name and address must be stated as well as the name and address of each member of the firm or partnership.
- B. If the Bidder is a joint venture, the Bidder must provide the full legal names of all persons/firms comprising the joint venture on separate signed attachment(s).

IS-9. OFFER PHASE, OPENING DATE. The Offer opening will be scheduled at the date and time specified by the Solicitation (i.e., the end of the "Offer Phase"), or as changed by Addenda or response that the City may issue. At Offer opening, the City will open and record the Offers so long as they are proper and have been timely submitted. In recording the Offer the City will record the name of the Bidder, location (City, State) and the Price. The Tabulation Sheet will be reviewed and verified by the Purchasing Agent after being opened by the Buyer, or their designees. The Bidder is solely responsible to ensure that the Offer is submitted online prior to the end of the Offer Phase. Late submissions will not be accepted by the Platform. There will be no public Offer opening for this Solicitation.

IS-10.OFFER OPENING RESULTS. The Bidder may secure information pertaining to Offer opening results on the Purchasing Division webpage www.codb.us/841/Purchasing, or by emailing a request to purchasing@codb.us. Copies of Tabulation Sheets will be furnished upon request and receipt of a valid email address.

if the actual results are modified after staff conducts due diligence, in any way a revised Tabulation Sheet will be signed by the Purchasing Agent or Buyer and a witness and posted on the Platform.

IS-11. THE SOLICITATION IS AN OFFER. In submitting the Offer, the Bidder certifies that the Bidder is making a firm Offer that will remain open for 60 days following Offer opening unless properly and timely withdrawn by the Bidder prior to Offer Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Offer after opening. Extensions of time beyond the 60 day-period will only be by agreement of the City and the Bidder.

IS-12.PRICE INCLUSIVE OF COSTS. The Offer price is inclusive of all of the Bidder's direct and indirect costs of performing the work including but not limited to delivery, freight, and fuel surcharges.

IS-13.FEDERAL TAXES. The Offer price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item price. Tax exemption certificates will be furnished upon request.

IS-14. PUBLIC RECORDS. Sealed Offers received by the City pursuant to the Solicitation will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Per F.S. §119 results are not a public record for 30 days from the date of the Offer opening or when a Notice of Intent to Award is posted, whichever is first. Thereafter, all Offers will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Offer or any portion thereof is permanently exempt from disclosure under the public records laws, the Bidder must state the grounds for this position in CAPITAL LETTERS in a certified letter addressed to the Purchasing Agent and received at least 3 days prior to the Offer opening. The Bidder will be contacted prior to the opening of the Solicitation and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may withdraw the sealed Offer.

IS-15.BIDDER CAPABILITY/REFERENCES. Prior to Contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

IS-16.REVIEW; BASIS OF AWARD. Offers will be reviewed in accordance with the procedures set forth in these Instructions and the applicable provisions of the City Purchasing Code (Chapter 30 of the City Code of Ordinances). Any Contract award pursuant to the Solicitation will be made on the basis of the criteria for award of Solicitations provided in the Purchasing Code.

IS-22.PUBLIC ENTITY CRIMES. Any party submitting an Offer in response to this Solicitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with their Offer. The form is included in the Solicitation Documents.

IS-23.COMPLIANCE WITH LAWS. The Supplier will comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

The awarded Supplier must always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees, including the Occupational Safety and Health Administration's (OSHA) Excavation-Safety Standard, 29 C.F.R. § 1926.650 Sub Part P, and Chapter 90-96 Florida Statutes.

IS-24.MAINTENANCE OF LICENSES. The Supplier will maintain all required licenses in full force and effect during the Contract term, including any renewal options.

IS-25.SUPPLIER RESPONSIBILITY FOR PREPARATION COSTS. Neither the City nor the City's officers or agents will be liable for the costs incurred by the Supplier in reviewing or responding to this Solicitation.

END OF SECTION

time after receipt of the City Clerk's request, 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 until completion of this Contract, and following such completion if Supplier fails to transfer such records to the City.

4 Upon completion of this Contract, keep and maintain public records required by the City to perform the Service. Supplier will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SUPPLIER MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

B Nothing herein will be deemed to waive Supplier's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

GP-6. TERMINATION OF CONTRACT.

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

1. Before terminating for convenience, City must provide Supplier at least 30 days advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

2. Except as provided in Section GP-6 (A)(3), before terminating due to Supplier's material breach of its Contractual obligations, City must provide Supplier prior written notice, specifying the breach and demanding Supplier remedy the breach within 10 days of the notice, or as demonstrated by the Supplier's timely submitted Show Cause Notice, 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 Supplier fails to remedy the material breach within the period described in the City's Notice to Cure.

3. The City may terminate this Contract upon Supplier's breach without providing Supplier an opportunity to remedy the breach as referenced in GP-6 (A)(2), if Supplier or any of Supplier's personnel, in connection with the provision of Services, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing Supplier written notice.

B. If the termination is for convenience, Supplier will be paid compensation for Goods accepted or Services performed to the date of termination. If termination is due to Supplier's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City

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 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.

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.

GP-10. GENERAL TERMS AND CONDITIONS.

A. Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the change is reduced to 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, Supplier 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 Supplier.

D. Truth in Negotiations Certificate. Supplier 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 Supplier's Services under this Contract.

F. Contingency Fee. Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Supplier, 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 Supplier, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

G. Nondiscrimination. Supplier will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Supplier 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, Supplier 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, Supplier 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.

term of this Contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from such performance will be made available until a final disposition has been made of such litigation, appeals or claims.

R. UCC. In addition to any rights or remedies contained in this Contract, each party will have the rights, duties, and remedies available through the Uniform Commercial Code.

S. Title/Risk of Loss. Title and risk of loss will not be deemed to pass to the City unless and until the Services ordered have been delivered; and, where inspection is required prior to City acceptance, until the City has inspected and accepted such Services.

T. Governmental Restrictions. In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items awarded to the Supplier prior to delivery, it will be the responsibility of the Supplier to notify the City in writing at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

U. Patent Infringement, Etc. By submission of this Offer, the Bidder certifies that the merchandise to be furnished will not infringe any valid patent, copyright, or trademark and the successful Bidder will, at his own expense, defend any and all sections or suites charging such infringement and hold The City harmless in case of any such infringements.

V. Bonds. There is no bonding required for this Solicitation.

GP-11. CRA MAY ORDER GOODS PURSUANT TO CONTRACT. If the funds to be used to pay for a portion of the Service are from redevelopment trust funds, the CRA is authorized to order Goods and Services for a specific Procurement under this Contract instead of the City.

GP-12. STANDARD OF PERFORMANCE. Supplier's Services will at a minimum meet the level care and skill ordinarily used by members of Supplier's profession performing the type of Services provided herein within the State of Florida.

GP-13. SUSPENSION OF SERVICES. The City may suspend Supplier's Services if the Notice to Cure provided pursuant to Section GP-6 (a)(2) so directs. The City may also suspend Supplier's Services in lieu of termination, under the conditions set forth in Section GP-6 (a)(3), by providing Supplier written Notice of Suspension. Supplier will suspend activities immediately upon receipt thereof; and in such instance Supplier's rights and obligations to provide Services referenced herein will also automatically be suspended for the period of such suspension.

GP-14. CITY'S RESPONSIBILITIES. The City agrees to make available for review and use by the Supplier, reports, studies, and data relating to the Services required. The City will establish a project manager to meet periodically with the Supplier to facilitate coordination and ensure expeditious review of work product.

GP-15. FAILURE TO DELIVER. In the event of the Supplier's failure to deliver Services in accordance with these terms and conditions, the City, after due oral and written notice, may procure the Services from other sources and hold the Supplier responsible for the purchase and administrative costs. This remedy will be in addition to any other remedies that the City may have.

GP-16. PERSONNEL. Supplier represents that Supplier has or will secure, at Supplier'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 4: INDEMNIFICATION & INSURANCE REQUIREMENTS

IR-1. INDEMNIFICATION. Supplier 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 Supplier, or Supplier's officers, employees, or agents, including subcontractors and other persons employed or used by Supplier in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

IR-2. SUBMISSION OF INSURANCE. The Successful Supplier must submit any required insurance on or before submission of the signed Contract or prior to issuance of a notice to proceed.

IR-3. INSURANCE. Supplier will provide and maintain at Supplier'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. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or sub-contractor providing such 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 Supplier, 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.

2. Liability Insurance, including (i) Commercial General Liability coverage for operations, independent Supplier's, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Supplier 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 Supplier in the performance of this Contract.

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 \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. Supplier's Commercial General Liability insurance policy shall provide coverage to Supplier, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Suppliers, Property of City in Supplier's Care, Custody or Control or Property of City on which Contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement,

SECTION 5: SPECIAL PROVISIONS

SP-1. EFFECTIVE DATE AND TERM. The Effective Date of this Contract is the date on which the last Party signs it. The successful Bidder(s) shall be awarded a Contract for an initial 1 year, commencing on the effective date. The City will have the option to renew this Supplier up to 4 Terms of 1 year(s) each, by providing Supplier written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Supplier.

SP-2. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS

Minimum Qualifications. In order to be considered qualified to perform the requested Services, the Bidder must have all required permits, must have an active, permanent, and successful operation within the State of Florida for a minimum of three years prior to the date of submission of Offer, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested Services.

SP-3. WORK AUTHORIZATIONS. This Contract, in and of itself, does not require the Supplier to provide any Services or 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 Work Authorization issued in accordance with the City's Procurement policies. The Work Authorization will generally consist of the Bidder's written, dated quotation, listing the Services offered, including quantities, with reference to the units and prices set forth in the Price Sheet, consistent with the provisions of this Contract; and the City's Purchase Order accepting such Offer. No Work Authorization may alter the terms and conditions of this Contract; and any provision of a Work Authorization. In case of a conflict with a Work Authorization, this Contract will govern.

SP-4. PRICE ESCALATION/DE-ESCALATION (PPI)

The City may allow a price escalation provision within this award. The original Contract prices shall be firm for the entirety of the initial Contract period. A price escalation/de-escalation will be considered at the time of Contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the City, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the Contract renewal date. Price adjustments shall be based on the latest version of the Producer Price Index (PPI) – Industry Data, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

The web link for this Service/commodity is <https://beta.bls.gov/dataViewer/view/timeseries/PCU2381MR2381MR> index [bls.gov, click beta, click data finder, type key word in search bar, enter, copy link above] The base will be month and year the Contract is awarded. The maximum escalation for any period will be 5%.

Price adjustment shall be calculated by applying the simple percentage model to the PPI data. This method is defined as subtracting the base period index value (at the end of the Offer Phase) from the index value at time of calculation (latest version of the PPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = Change

Change x 100 = **Percentage Change**

PPI Calculation Example: 232.945

PPI for current period

Less PPI for base period 229.815

Equals index point change 3.130

Divided by base period PPI 229.815

Equals 0.0136

Result multiplied by 100 0.0136 x 100

Equals percent change 1.4%

1 Part – Portland cement, 3 Parts – Clean, Fine Sand

Add as much water as is necessary for a plastic workable mixture. Trowel all repairs and flush with adjacent surfaces.

(f). Drill/Treat Plumbing & Expansion Joints.

Drill a ½ hole adjacent to the bathroom plumbing stacks and sinks and all water penetration. Apply Termidore under low pressure. Plug and cement holes. Treat bath traps in ground units. Drill and treat all expansion joints. Flood areas at the rate of two (2) gallons per five (5) linear feet of expansion joints.

NOTE: Any areas of subterranean termite activity that are caused by secondary moisture supplies or foundation defects, may require correction and/or additional treatment charges. Areas of wood soil contact, i.e., patio fences, wood siding, etc., require corrective at no additional charge to the City.

(g). Warranty. Should any subterranean termite infestation occur in any treated areas within a ten (10) year period after the completion of the work, there would be no additional charges for retreatment in the infested area.

(h). Inspection. The Supplier will be asked to provide follow up inspections of a site which has been treated for subterranean termites on an annual basis and to provide a written report to the City of said inspection. Nine (9) annual inspections following treatment will be provided at no additional cost to the City.

(i). Price per Lineal Foot. Supplier will be asked to provide a fixed price per lineal foot for each location for more extreme infestations which require tenting and treatment of the structure(s). Tenting of a particular building will only be done on an as needed basis and shall require the City's pre-approval.

6.4. REFERENCES.

- (a) EPA - Federal Insecticide, Fungicide and Rodenticide Act.
- (b) Chapter 10D-55, Department of Health and Rehabilitative Services Health Program Office.

6.5. QUALITY ASSURANCE.

- (a) Application: Company specializing in soil treatment for termite control with five (5) years documented experience.
- (b) Materials: Provide certification that toxicants conform to specified requirements of authority having jurisdiction.
- (c) Material Packaging: Manufacturer's labels and seals identifying content.

6.6. REGULATORY REQUIREMENTS. Conform to State of Florida requirements Administrative Code 5E, Florida Statutes 388, 482, 487, 576, 578, 580.

6.7. SUBMITTALS UPON REQUEST.

- (a) Submit product data on the toxicants to be used, composition by percentage, dilution schedule and intended application rate.

(b) The City will remove the necessary items from the structure. The Supplier shall make a final check of the structure to assure compliance with all applicable laws. The Supplier shall not proceed with the spot treatments until all provisions have been complied with.

9.7 Cleanup.

(a) Upon completion, the Supplier shall clean the work site of all rubbish, excess materials, temporary structures, and all parts of the work shall be left in a neat condition.

(b) Damages by the Supplier to the structure and/or its contents and surroundings shall be repaired to the satisfaction of the Department Director and at no cost to the City.

SECTION 10. LOCATIONS:

The following locations will be inspected and a written report given annually:

1	BANDSHELL AMPHITHEATRE	DAYTONA BOARDWALK
2	BETHUNE POINT WWTP	1 SHADY PLACE
3	CITY HALL	301 S RIDGEWOOD AVE
4	CITY ISLAND RECREATION CENTER	108 E ORANGE AVE
5	COMMUNITY DEVELOPMENT	523 MAGNOLIA AVE
6	CORNELLIA YOUNG LIBRARY	302 VERMONT AVE
7	CYPRESS AQUATIC REC CENTER	922 GEORGE ENGRAM
8	DERBYSHIRE REC CENTER	849 DERBYSHIRE RD
9	DICKERSON CENTER	308 S MLK BLVD
10	FIRE STATION 1	301 S BEACH STREET
11	FIRE STATION 2	126 BOTEFUHR
12	FIRE STATION 3	945 N HALIFAX AVE
13	FIRE STATION 4	1675 MASON AVE
14	FIRE STATION 5	627 N NOVA RD
15	FIRE STATION 6	2020 BEVILLE RD
16	FIRE STATION 7	2545 LPGA BLVD
17	FLORIDA TENNIS CENTER	1 DEUCE COURT
18	GOLF COURSE MAINTENANCE	590 WILDER
19	GOLF COURSE PRO SHOP	590 WILDER
20	HALIFAX MARINA	450 BASIN ST
21	HALIFAX PLAZA	125 BASIN ST
22	HARVEY ST SUBSTATION	510 HARVEY ST
23	JOSIE ROGERS HOUSE	325 N BEACH ST
24	LENOX PLAYGROUND	825 S GRANDVIEW
25	MIDTOWN CULTURAL CENTER	925 GEORGE ENGRAM
26	MIDTOWN POLICE SUBSTATION	990 ORANGE AVE
27	MUNICIPAL STADIUM	3777 LPGA BLVD
28	PEABODY AUDITORIUM	600 AUDITORIUM BLVD
29	PENINSULA CLUB	415 S PENINSULA DR
30	POLICE DEPARTMENT	129 VALOR

SECTION 17. SUBMITTAL REQUIREMENTS

The following must be included when submitting your bid in order to be found responsive:

- Bidder must have all required permits, must have an active, permanent, and successful operation within the State of Florida for a minimum of three years prior to the date of submission of bids, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested service.
- Offer Package
- Price Schedule
- Names of supervisors and assistants who will be directly responsible for providing the Termite Inspection and Spot Treatment. The Supplier shall furnish one (1) copy of a written garranty.
- Copy of the state certified pest control license for termites through FDACS

OFFER FORM, cont.

5. If the attached Price Sheet includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a Contract is awarded; and that, subject to the terms and conditions of the Contract, the Supplier will be entitled to payment based upon the number of units purchased or Services performed and accepted, as specified in the Contract Documents,

6. That Supplier has received the following Addenda (*leave blank if inapplicable*):

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	6-11-20	2			

(list any additional Addenda by number and date): _____

7. That Supplier has completed the information required in this Offer Package truthfully.

8. That the Offer may be accepted by the City's issuance of a Contract to the Supplier. Supplier will be fully bound by all Contractual terms and conditions set forth herein; provided, however, that if the Solicitation Documents call for alternative Offers any alternative Offer not specifically accepted the City in the notice of award will not be a part of the Contract.

9. That Supplier is (*mark the appropriate box and include the additional information, as applicable*):

- An individual person/sole proprietor
- A Florida corporation/ limited liability company
- A foreign corporation/limited liability company authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- A Florida limited partnership
- A foreign limited partnership authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- A general partnership (provide partner names on separate, signed sheet of paper)
- A joint venture**
- Other _____ (specify, including type of entity)


NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Florida)

COUNTY OF Orange)

Hector Mora, being first duly sworn deposes and says that:

- (1) He is operations Mgr of PowerX, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: 
 (Signature)
 Name Typed: Hector Mora
 Title: operations Mgr

PERSONNEL RESPONSIBLE FOR TERMITE INSPECTION / SPOT TREATMENT

Names of Individuals	FDACS License #
Hector Mora	Jf 279988
Errol Aumez	JE 294 307
John Erdmen	JE 288968

PERSONNEL OF SUB-CONTRACTORS THAT WILL BE SERVICING THIS CONTRACT

Names of Individuals	FDACS License #



The City Of Daytona Beach

PowerX Inc.

5032 Forsyth Commerce Rd #2
Orlando, Fl 32807

Phone: (407) 282-8181

Email: powerxorlando@lovepowerx.com

Web: www.lovepowerx.com

Estimate # 000050
Date 06/30/2020

Description	Quantity	Rate	Total
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Termite Subterranean spot/injection and spray treatment - 1 year warranty	1.0	\$0.00	\$0.00
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PowerX will provide liquid injection and surface spray treatment to all visible areas with evidence of termite activity (frass or droppings, live/dead termites, shed wings and damaged structures) to control wood destroying organisms.

During the effective period of the warranty the PowerX will re-inspect the premises annually upon the buyers request or at such time PowerX may deem necessary. The buyers right should not be prejudiced by failure to request pre-inspection. The buyer agrees to make the premises available for re-inspection.

Any re-treatment necessary on the basis of live infestation will be performed free of charge if under warranty.

Due to the nature of the construction and/or extent of existing damage of the identified property, this agreement does not guarantees against present or future damage to property or contents, not repairs or compensation thereof.

Subtotal \$0.00

Total \$0.00

The City Of Daytona Beach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CPC FINANCIAL SERVICES INC 3835 SW 8 St Coral Gables, FL 33134	CONTACT NAME: PHONE (A/C. No., Ext): (305)774-9618 E-MAIL ADDRESS: coi@cpc-insurance.com	FAX (A/C, No): (305)774-9620
	INSURER(S) AFFORDING COVERAGE	
INSURED Power Exterminators Inc dba Power X 8815 SW 129 St Miami, FL 33176	INSURER A: Western World Ins Co	
	INSURER B: Burlington Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

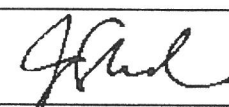
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x	x	GLB1000208	5/17/2020	5/17/2021	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	x	x	HFF0012920	5/17/2020	5/17/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

City of Daytona Beach 301 S. Ridgewood Ave. Room 146 Daytona Beach, FL 32115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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