

## GENERAL SERVICES CONTRACT CONTRACT NO. 0118-1480

**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Sahasra, LLC dba Brooke Cleaners, a Florida limited liability company ("CONTRACTOR" or "VENDOR")

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

**Section 1. Scope of Services.** CONTRACTOR will provide as-needed dry cleaning services to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference.

This is not an exclusive Contract. The CITY specifically reserves the right to concurrently contract with other contractors for similar work if the CITY deems such action to be in the CITY's best interests.

**Section 2. *Reserved***

**Section 3. Fees; Unit Price Schedule; Adjustments.**

(a) Unless the Exhibits specifically provide for reimbursement of expenses, the Fees described herein will be CONTRACTOR's sole compensation for the services to be provided.

(b) Subject to adjustments that may be provided pursuant to Section 3(c), the CITY will pay CONTRACTOR an amount not to exceed \$29,930 annually, based on the Fee Schedule attached as **Exhibit B**.

(c) CONTRACTOR will have the right to request annual adjustments in some or all of the unit prices shown in the Fee Schedule, in compliance with the standards and procedures set forth in Paragraph SI 3 of the Special Instruction Sheet of CITY's Invitation to Bid 0118-1410 (the "ITB"). A copy of the Special Instruction Sheet is attached hereto as **Exhibit C**. (The ITB is further referenced in Section 20(n) of this Contract). The City Manager is authorized to approve or reject such requests on the CITY's behalf, in accordance with the limitations of Paragraph SI -3 of the Special Instruction Sheet; provided, that any failure by the City Manager to reply to CONTRACTOR's request for adjustment within the time frame provided will be deemed to be a denial. Acceptance of CONTRACTOR's request for adjustments will be require a written change order. The change order must include a revised not to exceed annual price in place of the amount set forth in Section 3(b), attach and incorporate a revised Fee Schedule, and be signed by the City Manager and the CONTRACTOR. All references herein to "Fee Schedule" or "Exhibit B" will be deemed to refer to Exhibit B as attached, or to the most current Fee Schedule approved by such change order.

**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) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR will submit invoices only for services provided and accepted in accordance with the requirements of this Contract. CONTRACTOR may invoice within the time frames referenced in Exhibit A. CONTRACTOR will comply with all other invoicing requirements of Exhibit A.

(b) The CITY will pay based on the unit prices set forth in the Fee Schedule for services completed by CONTRACTOR during the period billed, provided that such services are reflected on CONTRACTOR's invoice

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due

**Section 5. Standard of Performance.** CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

**Section 6. Relationship between Parties.** This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR 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. CONTRACTOR will also be responsible for the performance of CONTRACTOR's subcontractors.

**Section 7. Documents.** All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR 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.

**Section 8. Public Records.**

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

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR 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 CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

#### **Section 9. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The initial Term of this Contract is 1 year, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 4 Terms of 1 year each, by providing CONTRACTOR written notice. Such notice must be provided at least 60 days before the end of the current Term unless waived by CONTRACTOR.

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

#### **Section 10. Termination of Contract.**

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

(1) Before terminating for convenience, CITY must provide CONTRACTOR 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 CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR 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 CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR 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 CONTRACTOR in performing this Contract, whether completed or in process

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR'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 CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR 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 CONTRACTOR 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 11. Suspension of Services.** If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**Section 12. Indemnification.** CONTRACTOR 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 CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR 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 agreement or otherwise.

**Section 13. Insurance.** CONTRACTOR will provide and maintain at CONTRACTOR'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 CONTRACTOR, employed at the site of the service or in any way connected with the services which are the subject of this Contract. 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 CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

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

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, 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 Contractors, Property of CITY in CONTRACTOR'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 the CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

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.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the CITY on each of the above listed insurance coverages.

**(b) Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR 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, and the expiration dates.

If requested by the CITY, CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR's prior knowledge CONTRACTOR 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 CONTRACTOR's expense if CONTRACTOR fails to do so.

**(d) Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR 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 CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

**(e) Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR'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 CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR 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 CONTRACTOR that does not meet the requirements of this Contract

**Section 14. 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 transmitted to a receiving email followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

If for Police Department  
Attn: Mary Huntenburg, Police Budget Analyst  
129 Valor Blvd  
Daytona Beach, FL 32114  
[huntenburgmary@dbpd.us](mailto:huntenburgmary@dbpd.us)

If for Fire Department  
Attn: Robin Robinson, Fire Clerk  
301 S. Beach Street  
Daytona Beach, FL 32114  
[robinsonrobin@dbfd.us](mailto:robinsonrobin@dbfd.us)

To CONTRACTOR:

Sahasra, LLC dba Brooke Cleaners  
Attn: Shivani Patel  
133 Main Street  
Daytona Beach, FL 32118  
[brookecleaners@gmail.com](mailto:brookecleaners@gmail.com)

If for Permits & Licensing:  
Attn: June Barnes  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32114  
[barnesjune@codb.us](mailto:barnesjune@codb.us)

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 15. Personnel.** CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR'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 16. CITY's Responsibilities.** The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

**Section 17. Limitation on Waivers.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR 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 CONTRACTOR'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 18. 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 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.

## **Section 19. 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, CONTRACTOR 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 CONTRACTOR.

(d) **Truth in Negotiations Certificate.** CONTRACTOR 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 CONTRACTOR's services under this Contract.

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

(g) **Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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 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.

(n) **Incorporation of ITB and Proposal.** The CITY's Invitation to Bid 0118-1480, and the CONTRACTOR's responsive proposal are incorporated herein by reference as **Composite Exhibit D**. **Composite Exhibit D** is not attached but will remain on file with the CITY's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between **Composite Exhibit D** and other provisions of this Contract, including **Exhibits A** through **C**, this Contract will govern.

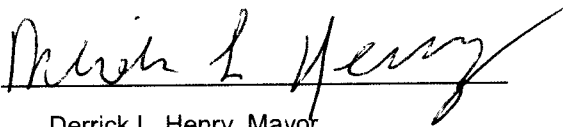
*(Remainder of page intentionally left blank Contract continues on following page )*



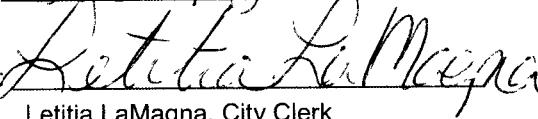
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

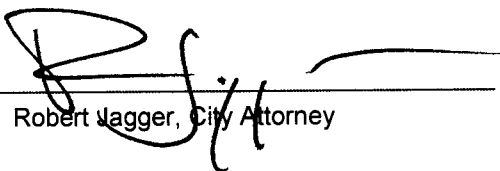
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

**THE CITY**

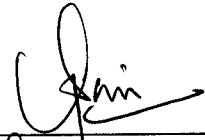
By:   
Derrick L. Henry, Mayor

Date: 8-01-18

Attest:   
Letitia LaMagna, City Clerk

By:   
Robert Jagger, City Attorney

**CONTRACTOR**

By: 

Printed Name: SHIVANI PATEL

Title: OWNER

Date: 6/25/18

## **EXHIBIT A: Scope of Services**

CONTRACTOR will provide first class commercial quality dry cleaning and related services as described herein, to produce clean, dry, pressed clothing. CONTRACTOR will use best practices, cleaning substances and appropriate temperatures to prolong service life of clothing.

### **RESPONSE TIME**

CONTRACTOR will have all clothing cleaned, pressed and ready for pick-up no later than three (3) work days after receipt of delivery by CITY or its employees. The CITY will not be billed for any article of clothing that is not available for pick-up after three (3) work days. If any article of clothing is not cleaned to the CITY employee's satisfaction, CONTRACTOR agrees to re-clean the article at no extra expense. Work days are considered Monday through Friday excluding any nationally recognized holidays.

### **INVOICES**

All invoices will be itemized using the line items contained on the Fee Schedule. Any items not specifically listed within the Fee Schedule will be listed and described as additional items and priced individually. CONTRACTOR will submit invoices no less than once per month and no more often than once a week. An individual invoice will be created for each participating CITY department. No price difference will be allowed if the CITY's departments elect to pay with a check or by purchasing card transaction.

### **DAMAGE AND LOSS**

CONTRACTOR will be responsible for ensuring that the clothing is returned to the proper user. Any garment that has been dropped off but not available for pick-up within fourteen (14) calendar days will be deemed lost. CONTRACTOR will replace the garment prior to the next payment. CONTRACTOR will issue a receipt of delivery or pick-up to each individual or department. The receipt will itemize all items received by CONTRACTOR. CONTRACTOR will examine all clothing thoroughly and make note of any damages or potential damages to clothing. If any clothing has any damage after cleaning that has not been listed on the delivery receipt, CONTRACTOR will have the responsibility to restoring the item to its original condition.


### **GARMET BAGS**

Participating departments may request a garment bag for soiled clothing. CONTRACTOR will provide these at no extra cost. When the CITY delivers soiled clothing in a garment bag, CONTRACTOR will return an empty bag with clean clothing. If a department loses or renders a garment bag unusable, CONTRACTOR will be reimbursed in an amount not to exceed \$10.00 each.

EXHIBIT B  
**FEE SCHEDULE**  
**DRY CLEANING SERVICES**  
 ITB NO. 0118-1480

DESCRIPTION	ANNUAL* EST QTY	UNIT PRICE	EXTENDED PRICE
<b>DRY CLEANING - FIRE OPERATIONS</b>			
JACKET-UNIFORM	20	\$ 1.20	\$ 24
TROUSERS-UNIFORM	2400	\$ 2.10	\$ 5040
SHIRTS-UNIFORM-BUTTON DOWN	700	\$ 1.70	\$ 1190
SHIRTS-UNIFORM-POLO	2000	\$ 1.20	\$ 2400
<b>LAUNDERING</b>			
WORK PANTS	100	\$ 2.10	\$ 210
WORK SHIRTS	100	\$ 1.70	\$ 170
<b>TOTAL FIRE OPERATIONS</b>			\$ 9034
<b>DRY CLEANING - POLICE OPERATIONS</b>			
JACKET-UNIFORM	30	\$ 1.20	\$ 36
TROUSERS-UNIFORM	4500	\$ 2.10	\$ 9450
SHIRTS-UNIFORM	4375	\$ 1.70	\$ 7437.50
<b>TOTAL POLICE OPERATIONS</b>			\$ 16923.50
<b>DRY CLEANING - CODE ENFORCEMENT</b>			
TROUSERS	350	\$ 2.10	\$ 735
SHIRTS	350	\$ 1.70	\$ 595
EXTRA STARCH	350	\$ 0.25	\$ 87.50
<b>TOTAL CODE ENFORCEMENT</b>			\$ 1417.50
<b>ALTERATIONS</b>			
WAIST	100	\$ 8.50	\$ 850
HEMS	100	\$ 5.10	\$ 510
SEAMS	100	\$ 3.10	\$ 310
PATCHES	200	\$ 3.00	\$ 600
BUTTONS	300	\$ 0.95	\$ 285
<b>TOTAL ALTERATIONS</b>			\$ 2555
<b>GRAND TOTAL (all sections)</b>			\$ 29930

\*This fee schedule is based on an estimated annual basis. Quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

Contact Name: (print) SHAW	Signature: 	Date: 5/22/18
Vendor Name K... ..	Email: ...	Phone: ...

## **SPECIAL INSTRUCTION SHEET**

**SI 1. NON-EXCLUSIVE CONTRACT.** Award of this Contract will impose no obligation on the part of the City to use the successful bidder for all work of this type that may be required during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

**SI 2. PRICE ADJUSTMENTS.**

The contract prices are expected to remain firm during the contract term. In the event that the vendor has an increase in operational expenses, the vendor may request an increase in unit prices. The vendor may seek an increase only after twelve (12) months of service has been provided. Once requested, regardless if the increase is approved; the vendor must perform satisfactory service for an additional twelve (12) months prior to another request for an increase of unit costs. The reason for an increase in unit costs must be outside of the vendor's control. The written request for an increase will be submitted to the Purchasing Department. This written request will indicate the additional cost over the original bid amount per unit. Any request must be submitted with bona fide documentations that indicate the additional costs to the vendor that is being passed on to the consumer. No adjustment will be made for inefficiency in operation or for additional profit. Any adjustment will be based on the latest yearly increase in the CPI (Consumer Price Index) as published by the Bureau of Labor Statistics within the line item, "Laundry and Dry Cleaning Services" (168.002-Mar 2018) and will not exceed five percent (5%).

Any increase in prices is at the sole discretion of the City. If the City approves the additional costs, the costs will not be implemented for thirty (30) calendar days. If the City rejects the price increase, the vendor may choose to terminate the contract after a sixty (60) day written notice. The City may seek a price de-escalation using the same methods.

Log on to <https://beta.bls.gov/dataViewer/view/timeseries/CUSR0000SEGD03> and check 12 month % change for verification of annual percentage change. Percentage is based on the month which the contract became effective.

**SI 3. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS**

**(a) 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 bids, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested services.

*Composite Exhibit D is not attached. It will remain on file with the CITY's Purchasing Agent and will be available upon request made to the City Clerk.*

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/28/2018

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 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).

<b>PRODUCER</b> <b>NIE INSURANCE</b> 6030 Bancroft Avenue Saint Louis, MO 63109-2204	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 800.325.9522	<b>FAX (A/C, No):</b> 314.832.6775
<b>INSURED SAHASRA LLC DBA</b> <b>Brooke Cleaners</b> 133 Main St Daytona Beach, FL 32118	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Fire & Indemnity Exch	<b>NAIC #</b> 15679
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER: #1-133 Main****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>	X	CPP7569-15-19	02/13/2018	02/13/2019	<b>EACH OCCURRENCE</b> \$ 1,000,000
	<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 100,000					
	<b>MED EXP (Any one person)</b> \$ 5,000					
	<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000					
	<b>GENERAL AGGREGATE</b> \$ 2,000,000					
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>					<b>PRODUCTS - COMP/OP AGG</b> \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>					<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <b>DED</b> <input type="checkbox"/> <b>RETENTIONS</b> \$					<b>BODILY INJURY (Per person)</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <input type="checkbox"/> <b>Y/N</b> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<b>BODILY INJURY (Per accident)</b> \$
						<b>PROPERTY DAMAGE (Per accident)</b> \$
						\$
						<b>EACH OCCURRENCE</b> \$
						<b>AGGREGATE</b> \$
						\$
						<b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>
						<b>E L EACH ACCIDENT</b> \$
						<b>E L DISEASE - EA EMPLOYEE</b> \$
						<b>E.L. DISEASE - POLICY LIMIT</b> \$

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

Location #1 - 133 Main St Daytona Beach, FL 32118

Certificate Holder is also an Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**City of Daytona Beach  
129 Valor Blvd  
Daytona Beach, FL 32114

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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

**City of Daytona Beach**

**129 Valor Blvd**

**Daytona Beach, FL 32114**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**StateFarm**

Customer name: YAMNESH PATEL  
Address: 950 REED CANAL RD  
SOUTH DAYTONA, FL  
32119-3154  
Policy: 940 4088-C04-59E  
Status: PAID IN FULL

Company: SF Mutual  
Servicing Agent: JIM SCOTT  
Eff date: 03-04-2018 to 09-04-2018  
Description: 2012 CHEVROLET 1500  
VAN  
VIN: 1GCSGAFX9C1169673  
SFPP #: POLICY NOT ON SFPP

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## Coverage Details

The premium amounts shown reflect a six-month policy term.

Code	Description	Amount
A	Liability Coverage	437.00
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$500,000 \$500,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
P10	No-Fault Coverage	27.79
C	Medical Payments Coverage	9.65
	Emergency Medical Condition Limit -	
	Each Person	
	\$10,000	
	Not An Emergency Medical Condition Limit -	
	Each Person	
	\$1,250	
D	Comprehensive Coverage - \$50 Deductible	96.30



**StateFarm**



G	Collision Coverage - \$250 Deductible	79.09
U3	Uninsured Motor Vehicle Coverage (Non-Stacking)	82.88

Bodily Injury Limits

Each Person, Each Accident

\$500,000 \$500,000

Total:732.71

## Vehicle Details

Year: 2012  
Make: CHEVROLET  
Model: 1500  
Body Style: VAN  
Body type: Cargo/Delivery Van  
Gross vehicle weight: 6,200  
VIN: 1GCSGAFX9C1169673  
  
Total MSRP: 25,090.00  
MSRP base: 25,090.00  
MSRP additional equip: 0.00

## Odometer Information

Odometer reading: 82  
Odometer date: 01-2013

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy.  
State Farm Mutual Automobile Insurance Company, Bloomington, Illinois



**STATE FARM INSURANCE**  
**JIM SCOTT, Agent**  
1835 S Ridgewood Avenue  
South Daytona, FL 32119  
Business: 386-761-3031  
Fax: 386-761-7097



**MARKEL INSURANCE COMPANY**  
**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**INFORMATION PAGE**

**Issued** June 13, 2018

**Standard**

**1. The Insured's Name and Mailing Address:**

Brooke Cleaners LLC  
133 Main St  
Dayt Bch Sh , FL 32118-4431

NCCI Carrier Code. 22616

**Policy Number:** MWC0036136-07

**Renewal of Policy:** MWC0036136-06

**Fein # / Risk ID #** 274015909

**For complete named insured: See Attached Named Insured Schedule**

**Other work place not shown above: See Attached Location Schedule**

**SIC CODE:** 7211

**Type of entity:** Limited Liability  
Company

**2. The policy period is from 07/29/2018 to 07/29/2019 [12:01 AM Standard Time] at the insured's mailing address.**

**3. A. Workers Compensation Insurance:** Part One of this policy applies to the Workers

Compensation Law of the states listed here: **FLORIDA**

**B. Employers Liability Insurance:** Part Two of this policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:

Bodily Injury by accident	\$ 100,000	each accident
Bodily Injury by disease:	\$ 500,000	policy limit
Bodily Injury by disease.	\$ 100,000	each employee

**C. Other States Insurance:** Part Three of this policy applies to the states, if any, listed here:

All states except those listed in Item 3A of the Information Page and the following states or territories: District of Columbia, ID, MT, NJ, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

**D. This policy includes these endorsements and schedules:** See Attached Schedule of Schedules and Endorsements

**4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All Information required is subject to verification and change by audit.**

Code No.	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Attached Schedule of Classification and Premium Detail				
	Premium for Increased Limits Part Two			\$0.00
	Total Premium Subject to Experience Modification			\$4,758.00
	Total Estimated Standard Premium			\$4,758.00
	Premium Discount, if applicable			\$0.00
	Expense Constant Charge			\$160.00
	Terrorism Insurance			\$15.00
	Total Estimated Annual Premium			\$4,933.00
	Audit Noncompliance Charge			\$0.00
	Florida FWCIGA Assessment			\$0.00
	Total Amount			\$4,933.00

Minimum Premium: \$ 477.00

Deposit Premium: \$0.00

Producer: Carolyn Tucker Insurance Agency Inc

**Countersigned By:**

Servicing Office:

**Date:** 06/22/2018

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

WC 00 00 01A



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MWC0036136-06