



**City of South Daytona
Bid # 22-B-006 Pest Control Services**

Addendum: Issued Tuesday, March 22, 2022

1. Regarding park facilities services, what exactly is the desired scope of service for tree service and maintenance, are tree injections an ask in this portion of the contract?

Fertilization, insecticide and fungicide for the trees and plants within the Right of Ways and Medians. No tree injections are part of this bid.

2. Regarding baseball fields/park locations listed as park facilities services, would each Baseball field and park location be receiving strictly pest control services for the turf? Or would they be receiving full fertilization, weed management and pest control services for the turf areas.

Full fertilization, weed management and pest control services for the turf areas, baseball fields and utility field.

3. Regarding median and right of way services, I'm looking to clarify where exactly the right of way area is located for the Beville to McDonald road portion. In the description it is outlined to be 5 feet from the back of the red brick decorated sidewalk.

Correct. The right of way is five feet from the red brick decorated sidewalk toward the properties.

4. What was the total amount spent last year in pest control/ lawn spraying, or a breakdown of each if possible?

Total for Pest Control Services in Fiscal Year 2020-2021: \$26,051.80

Facilities (Pest Control): \$7,535.80

Lawn Maintenance: \$18,516.00

5. Do you have a past copy of the award letter from the previous pest control firm that I can have emailed to me or a link to retrieve that information online?

No previous award letter or contract exists.

6. Do you own the rodent bait stations on your facilities, or does the previous pest control company own them?

There are no rodent bait stations in our facilities currently. We do not own any rodent bait stations.

7. Do all lawns have irrigation?

Irrigation is available at the Baseball Fields, Reed Canal Park Utility Field, Piggotte Center, City Hall, Park of Honor.

8. Any particulars on the Dog Park?

Per the Bid: Part D focuses on the City Dog park. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for the Dog Park. Please enclose a Dog Park Treatment Plan with the bid.

9. Are Site Visits available?

Site Visits are permitted. The Bid specifies the locations:

South Daytona Municipal Complex (City Hall, Police Department and Fire Department)

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1672 S. Ridgewood Avenue South Daytona, Florida 32119		

South Daytona Municipal Complex (City Hall, Police Department and Fire Department)

Part B: Park Facilities (Lawn)	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1672 S. Ridgewood Avenue South Daytona, Florida 32119		

Brian Avenue Fire Station

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 2107 Brian Avenue South Daytona, Florida 32119		

James Street Park

Youth Building

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1770 James Street South Daytona, Florida 32119		

James Street Park

Announcers Booth/Concession Stand/Bathroom

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1770 James Street South Daytona, Florida 32119		

Baseball Fields (3 fields – Baseball, T-Ball and Softball)

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1770 James Street South Daytona, Florida 32119		

Park of Honor

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> Olive Street South Daytona, Florida 32119		

Piggotte Community Center

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 504 Big Tree Road South Daytona, Florida 32119		

Piggotte Community Center

Part B: Park Facilities (Lawn)	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 504 Big Tree Road South Daytona, Florida 32119		

Public Works Administration Building

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1770 Segrave Street South Daytona, Florida 32119		

Public Works Warehouse Building

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
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Address: 1770 Segrave Street South Daytona, Florida 32119		
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Reed Canal Park

Buildings – Bathrooms (two (2) bathroom facilities – Playground and All-purpose field)

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: 919 Reed Canal Road South Daytona, Florida 32119		

Reed Canal Park

Dog Park

Part D: Dog Park Maintenance (please enclose a Dog Park Treatment Plan)	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: 919 Reed Canal Road South Daytona, Florida 32119		

Reed Canal Park

All-purpose fields

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: 919 Reed Canal Road South Daytona, Florida 32119		

Riverfront Veterans Memorial Park

Bathrooms

Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: 1933 S. Palmetto Avenue South Daytona, Florida 32119		

Blaine O'Neal Park

Bathrooms, Announcers Booth, Concession Stand

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: Big Tree Road South Daytona, Florida 32119		

Blaine O'Neal Park

Baseball Field

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: Bog Tree Road South Daytona, Florida 32119		

Full-Service Pest Control for Medians and Right of Way Areas

CRA medians, landscape islands within the City limits of South Daytona along US Hwy 1 from Beville Road to south city limits.

Part C: Medians and Right of Way Areas	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: US 1 Medians South Daytona, Florida 32119		

CRA right of way areas from Beville Road to McDonald Road (5 feet from the back of the red brick decorated sidewalk and from the back of the red brick decorated sidewalk to the road).

Part C: Medians and Right of Way Areas	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: US 1 Right of Way areas South Daytona, Florida 32119		

Ridge Blvd medians from US 1 to Carmen Drive.

Part C: Medians and Right of Way Areas	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
Address: Ridge Blvd medians South Daytona, Florida 32119		

Becky Witte, Deputy City Clerk, City of South Daytona
Phone: (386) 322-3011, Email: bwitte@southdaytona.org

BID DOCUMENTS

FOR

CITY OF SOUTH DAYTONA
Full-Service Pest Control



CITY OF SOUTH DAYTONA

1672 South Ridgewood Avenue
South Daytona, Florida 32119
Telephone: (386) 322-3011 Fax: (386) 322-3008

Bid No. 22-B-006

March 2022

INVITATION TO BID

CITY OF SOUTH DAYTONA Full-Service Pest Control BID NO. 22-B-006

Sealed proposals for **CITY OF SOUTH DAYTONA – FULL-SERVICE PEST CONTROL** for the City of South Daytona, Florida, will be received at the City Manager’s office, City Hall, located at 1672 S. Ridgewood Avenue, South Daytona, Florida, until **2:00 P.M. on Wednesday, March 30, 2022**, at which time bids will be opened in the Council Chamber Room and publicly read aloud. Bids received after the above time and date will be returned unopened.

DESCRIPTION OF WORK

The City of South Daytona is seeking bids for full treatment pest control services for the City.

Part A focuses on City Facility Pest Control. Control is to be considered in terms of both short-term and long-term objectives. Short-term objectives would typically be to eliminate or reduce current unacceptable pest populations. Long-term objectives would focus on the prevention of unacceptable pest populations, and reduce the amount of pesticide applied and the frequency of applications.

Part B and C focuses on lawn and park maintenance. Bidder shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at specified City locations (as identified in the Bid Form).

Part D focuses on the City Dog park. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for the Dog Park. Please enclose a Dog Park Treatment Plan with the bid.

This contract is intended to provide protection from termites, common pests and rodents by use of inspections, treatment, and termite bonding as well as treatment in city parks and areas outlined on the bid form. This contract shall cover all offices, buildings, parks and city areas as listed on the bid form.

All work is specified within the Bid Documents. A digital copy of the Bid Documents may be obtained at no charge via electronic mail by making a request to the Deputy City Clerk at bwitte@southdaytona.org. The documents will also be made available at the Office of the City Manager located inside City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida. Any addenda to these documents will be issued via electronic mail and posted on the City of South Daytona Website. It is the bidder’s responsibility to confirm that all addenda have been received prior to submitting a proposal in response to this request.

The City reserves the right to reject any or all bids, and the award, if award is made, will be made based on the following evaluation factors and the bidder whose qualifications indicate the award will be in the best interest of the City and whose proposal complies with all the

prescribed requirements. The Selection Committee will present top ranked firm to City Council for approval.

Bids shall be:

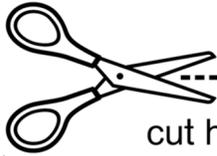
1. Submitted on standard forms which will be furnished with the Project Manual,
2. Irrevocable after the time and date set for the opening of bids and for a period of 90 days thereafter, and
3. Respondents will submit one executed original and one copy marked "**BID FOR CITY OF SOUTH DAYTONA – FULL-SERVICE PEST CONTROL SERVICES BID NO. 22-B-006**". In addition, the bidders name and address shall be shown on the outside of the sealed envelope (enclosed is a label for your convenience). If submitted by mail or other delivery system, the sealed envelope shall be enclosed in a separate mailing envelope. Facsimile submittals will not be accepted.
4. Bids should be delivered to the Office of the City Manager, 1672 South Ridgewood Avenue, South Daytona, Florida 32119.
5. Bids must include the following required documents for submittal:
 - a. Bid Form
 - b. Public Entity Crimes Statement
 - c. Independent Contractor's Agreement

The City reserves the right to reject any or all bids, and the award, if award is made, will be made based on the following evaluation factors and the bidder whose qualifications indicate the award will be in the best interest of the City and whose proposal complies with all the prescribed requirements. Selection committee with present top ranked firm to City Council for approval.

CITY OF SOUTH DAYTONA

By/s James L. Gillis, Jr.
City Manager

For your convenience, below is a label to affix to the outside of your sealed bid envelope/package to identify it as a “Sealed Bid.” Be sure to include the **name of the company and address** where requested.



cut here

SEALED BID
****DO NOT OPEN****

Sealed Bid Number:	22-B-006
Bid Title:	Full-Service Pest Control
Due Date / Time: :	Wednesday, March 30, 2022 at 2:00pm
Submitted By: <i>(Please fill in this box)</i>	
Deliver to:	City of South Daytona Office of the City Manager 1672 South Ridgewood Avenue South Daytona, Florida 32119
Date/Time Received	<i>(CITY OFFICE USE ONLY):</i>

INSTRUCTIONS TO BIDDERS

CITY OF SOUTH DAYTONA FULL-SERVICE PEST CONTROL BID NO. 22-B-006

Scope

The City of South Daytona is seeking bids for full treatment pest control services for the City.

Part A focuses on City Facility Pest Control. Control is to be considered in terms of both short-term and long-term objectives. Short-term objectives would typically be to eliminate or reduce current unacceptable pest populations. Long-term objectives would focus on the prevention of unacceptable pest populations, and reduce the amount of pesticide applied and the frequency of applications.

Part B and C focuses on lawn and park maintenance. Bidder shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at specified City locations (as identified in the Bid Form).

Part D focuses on the City Dog park. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for the Dog Park. Please enclose a Dog Park Treatment Plan with the bid.

This contract is intended to provide protection from termites, common pests and rodents by use of inspections, treatment, and termite bonding as well as treatment in city parks and areas outlined on the bid form. This contract shall cover all offices, buildings, parks and city areas as listed on the bid form.

Term:

The contract(s) resulting from this solicitation shall be for a period of three years from the date of commencement. Subsequent to the conclusion of the initial three-year term, the contract(s) may be renewed annually, at the City's discretion, for a maximum of two additional years.

Contractor Responsibilities:

The contractor is responsible for implementation of the pest control program required by this specification. The contractor is responsible for providing pesticide applicators who have been trained and certified by a properly designated state lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control program. Throughout the term of this contract, all contractor personnel providing on-site pest control service must meet state requirements for training, certification and licensing as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of this contract. The City considers a certified individual as any employee whom has been properly trained by the contractor and has received authorization by the State Department of Agriculture to dispense pesticide, insecticide or rodenticide.

The contractor is further responsible for fully complying with the applicable federal, state and local pesticide laws and regulations.

All insecticides, rodenticides, and bait stations shall be removed from the premises at the conclusion of the agreement. Written certification of such removals shall be submitted to the City.

Pesticide Products:

No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. Pesticide applications shall be made according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections and/or monitoring devices indicate the presence of pests in that specific area and other means of control have been ruled out. First preference shall be given to using a pesticide designated as "low impact" under the law and regulations. Preventative pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as a part of a temporary maintenance program, are acceptable.

Inspections:

Pest control programs shall be inspected at the discretion of the City to determine if such programs are being safely and effectively carried out and if these specifications are being complied with.

Record Keeping:

The contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept at the contractor's office and be available to the City by request. Each logbook or file shall contain at least the following items:

- A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, the location of all pest control devices used in the building, and the contractor's service schedule for the building.
- Pest monitoring data sheets which record the number and location of pests as revealed by the contractor's monitoring devices or sightings by building occupants.
- Any forms or inspection reports which will be designed and decided upon between the contractor and the facilities maintenance coordinator. These forms will be used to advise the contractor of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide application record keeping required by federal, state and local regulations. Upon completion of a service visit to the building, the contractor's representative performing the service shall update the forms and pesticide application records as needed, and return them to the logbook or file on the same or succeeding day of the services rendered.

Structural Modifications:

Structural modifications for pest control, including the application of caulk and other sealing materials, will not be the responsibility of the contractor. Any modification of any structure covered by the agreement shall be done by the City, however, throughout the term of this contract, the contractor shall be responsible for notifying the facilities maintenance coordinator in writing about any structural or sanitary modifications.

Safety:

The contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Submittals:

The contractor must submit with his/her bid the names of supervisors and assistants who will be directly responsible for providing the pest control service to the City.

Related Services:

The City reserves the right to negotiate with the contractor for the purchase of related pest control services such as extermination of bats, birds, snakes, skunks and other pests not specifically covered herein and to add (or delete) buildings or parts of buildings to (or from) the agreement.

Bidding Instructions:

For each facility listed, prospective bidders are required to submit a bid for the cost of pest control service. The monthly cost of each facility shall then be multiplied by the number of times per year the treatment is requested to determine the annual cost. The annual costs for each facility shall be tallied to determine the annual grand total. The City reserves the right to award contracts to multiple contractors.

Assignment:

The contractor shall not assign to another contractor or subcontractor any delivery requirement that cannot be performed for any reason by the contractor. The City reserves the right to proceed with an alternative contractor to provide the required delivery but only following the issuance of a written purchase order covering the applicable department requirements.

Additional Terms and Conditions:

Should services be required when no treatment is scheduled, these services will be done at no additional cost to the City. Some facilities may have special scheduling requirements. If facilities require special scheduling, at the convenience of the City, these will be pre-coordinated. Special service requirements as requested by the City, and other treatment as determined by the contractor to be outside the scope of the agreement, shall be negotiated on a case-by-case basis.

The contractor shall have a current occupational license, be bonded, and have all licenses, permits and/or certifications required by federal or Florida law.

The successful bidder should supply a minimum of three commercial account references with their bid. All references shall be companies whom the bidder is providing or has provided service in the past three years.

Part A: Scope for Full- Service Pest Control Services for City Buildings:

The City of South Daytona is seeking bids for pest control services for City facilities. Control is to be considered in terms of both short-term and long-term objectives. Short-term objectives would typically be to eliminate or reduce current unacceptable pest populations. Long-term objectives would focus on the prevention of unacceptable pest populations, and reduce the amount of pesticide applied and the frequency of applications.

This contract is intended to provide protection from termites, common pests and rodents by use of inspections, treatment, and termite bonding as well as treatment in city parks.

This contract shall cover all offices, buildings, parks and city areas as listed on the bid form.

General Requirements:

The Contractor shall furnish all professional/special pest control services including supervision, labor, materials, pesticides, tools, equipment, insurance, permits and fees necessary to accomplish pest control tasks.

These tasks include surveillance, trapping, pesticide application, pest removal, and to assist in control of pests including termites and carpenter ants, crawling insects, rodents and other animals as defined.

Contractor shall supply all equipment needed to provide service. This shall include ladders to reach all service areas, flashlights and traps. At no time shall the contractor use City of South Daytona equipment or tools.

Full treatment pest control services will include inspection and treatments for rats, mice, cockroaches, ants, moths, and silverfish plus any other pests not specifically excluded from the contract. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by City personnel, the Firm will respond within 24 hours after notification to correct the situation. This proposal does include termite control services for the specified locations.

When necessary to install rodent bait boxes, the Contractor will supply a written report to the City which indicates the box location, date of installation, and removal. Services will be performed by the Contractor during regular hours of operation in the various facilities.

The contractor shall treat all areas and buildings specified herein including all rooms, closets, lounges, kitchens, hallways, stairwells, basements, attics, laboratories, the outside perimeter of buildings, plus any other building portion or part not specifically described herein.

Services will be performed by the contractor as described on the Bid Form during the City's normal business hours of 8:00am to 4:30pm, Monday through Friday, in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service. When such servicing to vacated areas is required, the contractor shall

provide 72 hours advance written notice as specified herein. Once work is started, it must be completed that day and not left until the next day.

The contractor must have an established place of business with office staff. An answering machine/service will only be acceptable after the City's normal working hours of 8:00am to 4:30pm.

Specifications for City Buildings:

Full treatment pest control service will include inspection and treatment for rats, mice, cockroaches, termites, ants, moths, Pharaoh ants, carpenter ants, bees, wasps, hornets, fleas, flies, silverfish, spiders and any other pest not specifically excluded from the agreement. The service shall include treatment of at least eight feet from the exterior wall of each building. Any nests, hives, burrows or infestations within this area shall be treated by the contractor. If required, the contractor shall respond within 24 hours after notification to correct pest control problems.

Excluded from this contract are mosquitoes, lizards, birds, bats, snakes, and other vertebrate animals other than rodents.

The contractor shall conduct a thorough, initial inspection of each building or site within ten (10) working days of the effective date of the contract. The purpose of the initial inspection and observations is for the contractor to identify problem areas and any equipment or structural features that are contributing to pest infestations.

The contractor is to coordinate all work with and to supply each department responsible for the area being treated with an inspection and service schedule at the start of the treatment program. Any deviation from this schedule is to be reported immediately to the affected department. A signature will be attained from the department head or his authorized agent to authenticate that service was performed for each building. A copy of this signed work ticket must be included with each monthly invoice.

Insect Control

Definition of Services:

Insect control is defined as those measures which are necessary to completely suppress crawling and flying insect populations, including arachnids, within/around the City buildings covered by the agreement through the use of properly registered and labeled insecticide products, approved methods and approved devices.

Insecticide Products:

All insecticidal products used shall be properly registered and labeled for the control of the pest which the product(s) are being applied. Insecticide products may be applied as surface sprays, following the crack and crevice criteria, as dust or baits applied to areas inaccessible to sprays, or as space control. No insecticide shall be used in any manner inconsistent with its labeling.

All chemicals used shall conform to federal, state and OSHA requirements. They are to be approved and in compliance with existing EPA labeling and the use requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (as amended). All pesticides used by the

contractor must be registered with the Environmental Protection Agency (EPA) and the state Department of Environmental Protection.

Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant controls wherever appropriate. Baits are considered the standard choice for non-food preparatory spaces. Baits for other insects should also be considered as they are introduced into the marketplace and their efficacy established.

If effective baits are not available, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.

Devices:

Approved mechanical or electronic devices may be integrated with insecticide programs with the concurrence of the City.

Follow-up Inspections:

During the term of the agreement, the premises covered shall be inspected periodically to determine the effectiveness of the programs in progress. Such inspections shall be jointly made by the City and the contractor representatives and the results of which shall be documented in writing and submitted to the City. The contractor shall promptly initiate actions to correct all deficiencies found.

Call-backs or follow-up service shall be provided as the need arises at no additional cost to the City.

Inspections:

The City reserves the right to conduct inspections of the insect control program at unannounced times and at unannounced intervals for evaluation purposes.

Critical Areas:

Areas such as locker rooms, gear rooms, trash rooms, sink rooms, mop rooms, storage areas, wire closets, toilet rooms, kitchens and loading docks are considered to require concentrated attention. Such areas shall receive intensive preventive treatments for the term of the agreement. Any other space within the walls of any structure covered by the agreement that may lend itself to the development of large insect populations shall receive intensive preventive control measures.

Restrictions:

In all instances, insecticidal products, regardless of toxicity category, shall be applied in strict compliance with label instructions. No insecticide shall be applied in any type space when City personnel are present. The contractor shall not store any pesticide product on City property. In situations where space applications are proposed, the contractor shall present written notification to the City at least 72 hours in advance of the proposed application. Such notification shall include the target pest(s), the room number(s) and /or buildings to be treated, the product to be used, the method of application, and provisions for tenant and

employee safety. No such applications shall be made without the written approval of the City. No product identifiable as a fumigate shall be used in any City space for any purpose.

Safety:

No insecticide shall be applied or handled in any manner inconsistent with applicable federal, state or local safety laws, regulations or ordinances. The environment and the public shall be protected at all times.

Rodent Control

Definition of Services:

Rodent control is defined as those measures necessary to suppress populations of rats, mice, and/or any other mammalian species which become a pest within or around the City premises covered by the agreement.

Required Services:

The rodent control measures required of the contractor include repelling, trapping and poisoning programs directed at providing environmentally safe space for City personnel and other related agencies.

Products and/or Devices:

Any properly registered as “rodenticide” or any device approved by federal and/or state regulatory agencies may be used in rodent control programs under the agreement, except those products and or devices which are excluded for just cause. No rodenticide may be used in any manner inconsistent with its labeling.

All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened shut. All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface so that the box cannot be picked up or moved.

All bait boxes shall be labeled with the contractor’s business name and address and dated at the time of installation and each servicing.

Tenant and Public Safety:

All rodenticides, regardless of packaging, shall be placed in tamper proof, locked or sealed boxes in order to protect the public and non-target species.

Program Evaluation:

The City reserves the right to evaluate programs in progress in terms of effectiveness and safety, and to require such changes as are indicated. The contractor shall take prompt action to correct identified program deficiencies.

Structural Changes:

Structural changes shall be the responsibility of the City.

Part B: Full-Service Pest Control for Park Facilities

The lawn, shrub, and tree care services should control of plant damaging insects, certain

diseases, broadleaf weed control in St. Augustine grass, liquid nutritional supplements along with fertilization.

Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All proposers shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control.

Equipment:

Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.

No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears).

Scope:

- a. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of South Daytona park locations (as identified in the Bid Form).
- b. Chemical applications will include, but is not limited to all fertilizers, chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars, and aphids; fungus; leaf spot and pythium; broadleaf weeds, grassy weeds, and hedges.
- c. "Control of" shall be defined as no more than one occurrence of any manifestation during the season, or a minimum of 4 months. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.

Part C: Full-Service Pest Control for Medians and Right of Way Areas

Full-Service Pest Control for the following areas:

- CRA medians, landscape islands within the City limits of South Daytona along US Hwy 1 from Beville Road to south city limits.
- CRA right of way areas from Beville Road to McDonald Road (5 feet from the back of the red brick decorated sidewalk and from the back of the red brick decorated sidewalk to the road).
- Ridge Blvd medians from US 1 to Carmen Drive.

The lawn, shrub, and tree care services should control of plant damaging insects, certain diseases, broadleaf weed control in St. Augustine grass, liquid nutritional supplements along with fertilization.

Part D: Dog Park Maintenance

Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide

chemical applications for the Dog Park. Please enclose a Dog Park Treatment Plan with the bid.

Specification Notes and Requirements:

1. Any deviation from the terms of this bid must be noted on these bidding documents and explanatory specifications attached to the proposal.
2. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.
3. The selected contractor must comply with all Americans with Disabilities Act.
4. City Council will award contract based on selection committee recommendation.

Examination of Contract Documents and Site

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site(s) to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Bid Coordinator

The coordinator for this Bid is:
Becky Witte, Deputy City Clerk
bwitte@southdaytona.org
Phone: 386-322-3011

The City will not respond to oral inquiries. Respondents may submit written (by email only) inquiries regarding this to the coordinator. **Written inquiries must be received by Thursday, March 17, 2022 by 4:00pm to be considered.** The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. **Any and all addendums will be posted on the City website on Tuesday, March 22, 2022.** It shall be the responsibility of the Respondent, prior to submitting a proposal, to determine if addenda were issued, acknowledging same, and incorporating them into the proposal.

Schedule

The City reserves the right to modify these timelines and schedules at any time for any reason.

Tuesday, March 1, 2022	Distribute RFP Document
Thursday, March 17, 2022 at 4:00pm	Written Questions Due Questions regarding responses to this bid must be in writing through e-mail to Becky Witte, Deputy City Clerk at bwitte@southdaytona.org.
Tuesday, March 22, 2022	City to respond to Questions
Wednesday, March 30, 2022 at 2:00pm	Proposals Due to the City
Thursday, March 31, 2022	Selection Committee Meeting (<i>tentative date</i>)
Tuesday, April 12, 2022 at 6:00pm	Staff Recommendation to the City Council

Indemnity and Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

The Contractor shall submit certificates or other documentary evidence to the Owner for approval, covering Workmen's Compensation Insurance and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents. Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work or from any improper or inferior workmanship or from inferior materials used in the work.

Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things;

and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all of its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

Bond

In accordance with section 255.05, Florida Statutes, the Bidder, if awarded the Contract and the bid amount is \$100,000 or more, shall execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) days after the date set for opening of bids.

Payment of Taxes

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

Special Requirements

Prohibited Interests. No official of the Owner who is authorized in such capacity, and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

Performance of Work by Contractor. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest

therein, without written consent of the Owner. The Contractor shall perform on the site and with his own organization work equivalent to not less than 50 percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Sworn Statement on Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

BID FORM

PROJECT IDENTIFICATION: CITY OF SOUTH DAYTONA FULL-SERVICE PEST CONTROL

CONTRACT IDENTIFICATION AND NUMBER: 22-B-006

**THIS BID IS SUBMITTED TO: CITY OF SOUTH DAYTONA
Attention: Becky Witte, Deputy City Clerk
1672 SOUTH RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____) _____

Email Address: _____

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. ____ through ____ **(which must be turned in with the bid)**, on file at the City for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

The BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this ____ day of _____, 20 ____.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name of person signing form)

(Title of person signing form)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Bid Form

Please note that the City can and may award contracts to multiple contractors.

South Daytona Municipal Complex (City Hall, Police Department and Fire Department)

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1672 S. Ridgewood Avenue South Daytona, Florida 32119		

South Daytona Municipal Complex (City Hall, Police Department and Fire Department)

Part B: Park Facilities (Lawn)	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1672 S. Ridgewood Avenue South Daytona, Florida 32119		

Brian Avenue Fire Station

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 2107 Brian Avenue South Daytona, Florida 32119		

James Street Park Youth Building

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1770 James Street South Daytona, Florida 32119		

James Street Park Announcers Booth/Concession Stand/Bathroom

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1770 James Street South Daytona, Florida 32119		

Baseball Fields (3 fields – Baseball, T-Ball and Softball)

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> 1770 James Street South Daytona, Florida 32119		

Park of Honor

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address:</i> Olive Street South Daytona, Florida 32119		

Piggotte Community Center

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 504 Big Tree Road South Daytona, Florida 32119</i>		

Piggotte Community Center

Part B: Park Facilities (Lawn)	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 504 Big Tree Road South Daytona, Florida 32119</i>		

Public Works Administration Building

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 1770 Segrave Street South Daytona, Florida 32119</i>		

Public Works Warehouse Building

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 1770 Segrave Street South Daytona, Florida 32119</i>		

Reed Canal Park

Buildings – Bathrooms (two (2) bathroom facilities – Playground and All-purpose field)

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 919 Reed Canal Road South Daytona, Florida 32119</i>		

Reed Canal Park

Dog Park

Part D: Dog Park Maintenance <i>(please enclose a Dog Park Treatment Plan)</i>	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 919 Reed Canal Road South Daytona, Florida 32119</i>		

Reed Canal Park

All-purpose fields

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 919 Reed Canal Road South Daytona, Florida 32119</i>		

**Riverfront Veterans Memorial Park
Bathrooms**

Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: 1933 S. Palmetto Avenue South Daytona, Florida 32119</i>		

**Blaine O’Neal Park
Bathrooms, Announcers Booth, Concession Stand**

Part A: Building Pest Control Services	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: Big Tree Road South Daytona, Florida 32119</i>		

**Blaine O’Neal Park
Baseball Field**

Part B: Park Facilities	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: Bog Tree Road South Daytona, Florida 32119</i>		

Full-Service Pest Control for Medians and Right of Way Areas

CRA medians, landscape islands within the City limits of South Daytona along US Hwy 1 from Beville Road to south city limits.

Part C: Medians and Right of Way Areas	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: US 1 Medians South Daytona, Florida 32119</i>		

CRA right of way areas from Beville Road to McDonald Road (5 feet from the back of the red brick decorated sidewalk and from the back of the red brick decorated sidewalk to the road).

Part C: Medians and Right of Way Areas	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: US 1 Right of Way areas South Daytona, Florida 32119</i>		

Ridge Blvd medians from US 1 to Carmen Drive.

Part C: Medians and Right of Way Areas	<u>Monthly Service Cost</u>	<u>Annual Cost</u>
<i>Address: Ridge Blvd medians South Daytona, Florida 32119</i>		

Grand Total (Written): \$ _____

(In Figures) \$ _____

If your company is awarded the entire contract, please provide the percentage of discount off the Grand Total, if applicable: _____%.

Total with Discount: (Written): \$ _____

(In Figures) \$ _____

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal or Contract No _____ for _____ . This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ .(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ .) My name is _____ any my relationship to the entity named above is _____ .

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____,

he/she is personally known to me or has presented _____ as identification

_____(Notary).

Notary Public

My Commission Expires: _____

Once awarded, the applicant will enter an Independent Contractor's Agreement similar to the one below:

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 20__, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality (hereinafter the "CITY") and _____, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of Pest Control Services in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid #22-B-006 for City of South Daytona Full-Service Pest Control which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Term; Termination.**
- a. This Agreement shall be for an initial Term of three (3) years with the CITY having the option to renew annually for a maximum of two (2) additional years thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.
4. **Payment.**
- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Acceptance of work product, payment, and warranty.** Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice,

unless another payment schedule is provided in Exhibit “A”. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR’s industry or profession to be a reliable basis and foundation for CONTRACTOR’s work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR’s professional judgement that the data or information provided by the CITY for use in CONTRACTOR’s work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR’s failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY’s Project Manager is: [...].
- c. CONTRACTOR’s Project Manager is: [...].

8. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Ave., South Daytona, Florida 32119;

- b. To CONTRACTOR: [...], Attention: [...], President, [insert street address], [insert city, state, zip].

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.

- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright.

CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- h. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following

completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 S. RIDGEWOOD AVENUE, SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.

- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all

renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

- 11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
 - a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized

Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

12. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: _____

by _____
[...], as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

[...], Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires: