

Exhibit A

Submit Bid to: CITY OF DELTONA 2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER	INVITATION TO BID# 26020 FOR: DEMOLITION SERVICES
<u>Contact:</u> Kate Duffy, CPPO, CPPB Purchasing Manager Phone: (386) 878-8570 Fax: (386) 878-8571 EMAIL QUESTIONS TO: E-Mail Address: kduffy@deltonafl.gov	BIDDER NAME: _____ _____ _____ MAILING ADDRESS: _____ _____ _____ _____ Phone#: _____ Fax#: _____
<u>BID DUE DATE & TIME:</u> THURSDAY, MAY 7, 2026 AT 2:30 PM AT CITY HALL, 1ST FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725	

PROJECTS GENERATED FROM THIS DEMOLITION CONTRACT
MAY RECEIVE FINANCIAL ASSISTANCE FROM FEDERAL
SOURCES (FEMA, HUD, etc.),

COMPLIANCE WITH FEDERAL LAWS, REQUIREMENTS AND
SUBMISSION OF GRANT RELATED FORMS ARE MANDATORY
COMPONENTS OF THIS SOLICITATION.

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GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) and one USB electronic copy of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-8500.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax

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Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM This bid shall remain open for a period of three (3) years with the option to renew for two (2) additional one (1) year periods and the cost for each home will be the square foot costs times the square feet of the home.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force

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and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of

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the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

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PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the

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project/procurement in its entirety.

AUDITABLE RECORDS – The awarded Bidder shall establish and maintain a reasonable accounting system, which enables ready identification of bidder's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Bidder or its Subcontractor as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Bidder's place of business. This right to audit shall include the Bidder's Subcontractor used to procure goods or services under the contract with the City. Awarded Bidder shall ensure the City has these same rights with Subcontractor(s) and suppliers.

HOLD HARMLESS / INDEMNIFY – The Bidder agrees to indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and other persons employed or utilized by the Bidder in the performance of this Contract.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Bidder shall indemnify, hold harmless, and defend the City of Deltona and their respective Commission, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Bidder, or anyone performing any act required of Bidder in connection with performance of the agreement awarded pursuant to this ITB. These obligations shall survive acceptance of any goods and/or performance and payment therefore by City of Deltona.

PUBLIC ENTITY CRIMES – A person or affiliate who has been placed on the convicted Bidder 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 bidder, supplier, subcontractor, or bidder 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 Bidder list.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Deltona Board of City Commissioners. Further, all Bidders must disclose the name of any City of Deltona Board of City Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.

The Bidder shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the ITB and that the Bidder is not financially interested in, or otherwise affiliated in a business way with any other Bidder on the same land or improvements.

GRATUITIES AND KICKBACKS – Gratuities: It shall be unethical for any person to offer, give, or agree to give any City of Deltona employee or former City of Deltona employee, or for any City employee or former City of Deltona employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity to the City.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime Bidder or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

AMERICANS WITH DISABILITIES ACT (ADA) – If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our City Clerk's office at (386) 878-8502 at least 48 hours before the scheduled event.

LICENSES (if applicable) – The Bidder shall be responsible for obtaining and maintaining all required licenses. An occupational license and any licenses required pursuant to the laws of the State of Florida. In furnishing the service or product to the City, the vendor shall comply with all federal, state and City rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes

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may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and proposal or quote.

COPIES – Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with City of Deltona's fee schedule. Copyrighted materials may be inspected but cannot be copied or reproduced per Federal law.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS – Prospective Bidders, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing Division upon receipt of this ITB and prior to proposal opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this ITB.

VENDOR ASSISTANCE WITH SPECIFICATIONS – Any prospective Bidder which assisted the City in developing or writing the specifications contained herein are requested to so note such on the proposal page of their proposal response.

SUBCONTRACTING – The Bidder will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Deltona Purchasing Department.

SUCCESSORS AND ASSIGNS – The City and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the vendor.

EMPLOYEES OF THE BIDDER – All work under this contract shall be performed in a professional and skillful manner. The City may require, in writing, that the Bidder removes from this contract any employee the City deems incompetent, careless, or otherwise objectionable.

ALIEN WORKERS – City of Deltona does not permit unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by City of Deltona.

E-VERIFY – The Bidder and Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Bidder during the term of the Contract to perform employment duties within Florida and all persons, including Subcontractor, assigned by the Bidder to perform work pursuant to the Contract with the Department.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 878-8502, jraftery@deltonafl.gov, CITY OF DELTONA, 2345 PROVIDENCE BLVD. DELTONA, FL 32725.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

CITY OF DELTONA, FLORIDA
GENERAL SPECIFICATIONS FOR DEMOLITION OF RESIDENTIAL PROPERTY

The general specifications are mandatory unless otherwise specified.

****All Demolition and Abatement activities must be completed
within 75 days of Property Acquisition by the City of Deltona****

1. Asbestos and lead-based paint surveys and abatement (if applicable).
2. Demolition/Clean-Up
 - a. The contractor shall complete demolition/clean-up work at the City-acquired residential properties, as specified by the City.
 - b. All debris resulting from demolition/clean-up operations shall be removed as it accumulates and shall not be allowed to be stored on site.
 - c. Debris shall **not** be burned or buried on site.
 - d. Demolition/clean-up shall be conducted in a safe and workman like manner.
 - e. All surplus materials to be removed shall become the property of the contractor and shall be removed from the premises unless otherwise agreed. Disposal fees are the responsibility of the contractor.
 - f. Any petroleum products, hazardous materials, and toxic waste shall be handled, managed, and disposed of in compliance with local codes.
3. Disconnection of Utilities

All utilities to any structure on the demolition/clean-up site, including but not limited to gas, water, and sewer connections, telephone connections, and electrical connections, shall be disconnected and dismantled back to source. Contractor is required to submit to the City any letters issued by the utility companies involved, confirming that all services have been terminated before payment of invoice will be made.
4. Dismantling of Above-Grade Structures

If applicable, dismantle main building and any utility buildings completely, with all parts removed from the site and disposed of, including any chimney(s), brick, block, timbers, concrete slabs, steps, and footings.
5. Removal of Footings and Foundations

Remove all footings, foundations, or other at-grade items to twelve (12) inches below natural ground level.
6. Earth-Moving and Filling of Excavations

Fill any excavations to the natural grade, spread or remove unnatural hills or mounds of earth.
7. Removal of Waste System Hazard

Crush septic tank; remove septic tank ports, including walls and lid, and fill septic tank hole to natural grade with dirt. Verification of abandonment of septic tank required from Environmental Health and furnished to the City's Building Department before payment of invoice will be made.

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8. Demolition Permit to include Pool Abandonment (if applicable) required from City Building Department.
9. Yard-Work and Cleaning of Lot and Under Brush.
10. Preserve as many on site trees as possible.
11. Encounter of Archaeological Resources or Human Remains
If contractor comes in contact or discovers any archaeological artifacts and/or human remains work on site shall cease immediately and the City shall be notified expeditiously.

SPECIFIC WORK ITEMS (all are applicable to entire lot)

1. Perform asbestos and lead-based paint and abatement (if applicable)
2. Demolish and remove main structure.
3. Remove accessory structure/outbuilding.
4. Remove all pavement (concrete/asphalt).
5. Fill in/Remove Pool (if existent).
6. Remove all debris & litter.
7. Remove all damaged fence, gates and posts.
8. Leave lot level, at a natural grade, and rake clean.
9. Save as many trees as possible.
10. Stabilize all disturbed areas with Bahia seed and hay or an appropriate seasonal mix of grass seed.
Disturbed areas shall be stabilized to prevent future erosion.

Additional Instructions

- All Demolition and Abatement activities must be complete within 75 days of the City of Deltona acquiring the residential properties.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form is Required.

NOTE: Specifications herein should be carefully noted.

Some or all residential demolition sites that will be part of this contract will be funded by the federal government (i.e., FEMA, HUD, etc.). Therefore, the demolition contractor will be required to comply with federal grant requirements, as applicable.

All work and materials shall meet federal specifications and standards as set forth in these specifications. All work and workmanship must be of good quality and adhere to all applicable laws and regulations.

The demolition contractor must be a Residential, Building, General or Demolition contractor and must possess all necessary licensing from the State of Florida and/or local levels to perform the demolition services required from this contract.

BID FORM FOR BID #26020
Demolition Services

OFFICIAL BID FORM

DATE: _____

TIME: _____

1. The Bidder hereby declares that this bid package has been carefully read and understands the provisions, terms and conditions concerning the equipment, materials, supplies, or services requested. With full knowledge and understanding of the requirements in the bid package, the bidder hereby proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

City of Deltona Demolition Services, BID #26020

The contract will encompass an initial period of 36 months with the option to renew for two additional one-year periods.

2. There is enclosed a Certified Check, Cashier's Check or Bid Security in the amount of not less than five percent {5%} of the Total Amount Bid {including Alternate(s) if applicable) payable to the City as a guarantee for the purpose set out in the Instruction to Bidders.

3. The Bidder hereby agrees that:

{a) The above bid shall remain in full force and effect for a period of ninety (90) calendar days after the time of the opening of this bid and it shall not be revoked, withdrawn, or canceled within that time frame. Once the bidder has been notified that his bid has been awarded by the City of Deltona, within the above time frame the price proposed as submitted shall constitute the contract price which shall be executed within the time frames established by these documents.

(b) In the event the award is made to this Bidder, the Bidder will enter into a formal written agreement with the City in accordance with the accepted bid, will execute the contract contained within these documents, and if required provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the City. The Public Construction Bond {if applicable} shall be in the amount of one hundred percent (100%) of the accepted proposal. The Bidder shall, within seven (7) calendar days of the Notice of Award, submit the required Certificates of Insurance. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this bid, the bid deposit shall be forfeited.

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. Dated _____ Addendum No. Dated _____

Addendum No. Dated _____ Addendum No. Dated _____

5. If awarded this Demolition Contract, according to the Base Bid, the Bidder agrees to complete the work covered by this contract as follows:

Substantial Completion:

Sixty (60) calendar days from the City's acquisition of the property and upon issuance of the Notice to Proceed.

Final Completion {includes final site cleanup):

Seventy-five (75) calendar days from the City's acquisition of the property and upon issuance of the Notice to Proceed

Exhibit A

OFFICIAL BID FORM (continued)

Both the City and Vendor recognize that the liquidated damages reflect a good faith estimate and that the injury to City which could result from a failure of Vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Vendor.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this bid by the City, also that no head of any department or employee therein, or any officer of the City of Deltona, Florida is directly interested therein.

This bid is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham bid, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said bid or bids of any other bidder, or to secure any advantage against the City or any person, firm or corporation interested in the proposed contract; all statements contained in the bid or bids described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said bid or the contents thereto, to any association or to any member or agent thereof.

7. Bidder submits the following price(s) to perform all the work as required by the specifications for demolition of the City of Deltona Demolition Services, BID #26020.

THIS SPACE INTENTIONALLY LEFT BLANK

Exhibit A

OFFICIAL BID FORM (continued)

BID FORM FOR BID #26020

Demolition Services

Line Items

Item	Description	Unit of Measurement	Unit Price
1	Demolish Wood Frame Structure	Square Foot	\$ /SQ FT
2	Demolish Concrete Block Structure	Square Foot	\$ /SQ FT
3	Asbestos Survey	Lump Sum	\$ /LS
4	Asbestos Abatement	Square Foot	\$ /SQ FT
5	Installation of Silt Fence	Lineal Foot	\$ /LF
6	Concrete and/or Asphalt Flatwork (slabs, footers, foundations, driveway, walkways, etc.)	Cubic Yard	\$ /CU YD
7	Septic Tank and Appurtenances Removal	Lump Sum	\$ /LS
8	Wells on site - Grouted (unusable)	Lump Sum	\$ /LS
9	Loading, transporting, and disposing of demolition debris at an approved landfill (Tonnage based on individual weight tickets from disposal site)	Ton	\$ /Ton
		Cubic Yard	\$ /CU YD
10	Restoration of Natural Ground after removal of all debris, appurtenances, and foundation. Restoration shall include fill, grade, furnish and install Rye and Bahia or any seasonal mix	Square Foot	\$ /SQ FT
			**See NOTE on Next Page

Exhibit A

OFFICIAL BID FORM (continued)

****NOTE:**

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evaluation scenarios shall be added to the total prices bid. Public Works will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish *Wood Frame* structure - 2,000 sq ft
Removal of all concrete flatwork - 600 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with fill and sod (Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish *Concrete Block* structure - 2,000 sq ft
Removal of all concrete flatwork - 600 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with fill and sod (Bahia or seasonal mix) - 5,000 sq ft

Scenarios	Total Cost
1 - Wood Frame Structure	\$
2 - Concrete Block Structure	\$

Exhibit A

OFFICIAL BID FORM (continued)

The undersigned bidder hereby represents that he has carefully examined the Bid Documents, and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications. The bidder, by and through the submission of his bid, agrees that he has examined all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which will be encountered in doing the proposed work.

(Name of License Holder)

(State Certificate No.)

(State Registration No.)

In witness whereof, the BIDDER has hereunto set his

signature and affixed their seal this _____ day of

_____ A.D. 2026

ATTEST: _____
Secretary

(CORPORATE SEAL)

By: Printed _____

By: Signature _____

TITLE: _____

Company Name

Contact Person

Mailing Address

Phone Number

City, State, and Zip

Fax Number

QUALIFICATIONS OF BIDDERS

SIMILAR PROJECTS & CLIENT REFERENCES:

The successful bidder must provide supporting documentation of professional experience in demolitions. This includes submitting the names of at least three (3) similar demolition projects completed within the past five (5) years in the State of Florida. Examples of recent completed work are required, including client references and descriptions of the scope of work. Photographs of the completed projects are encouraged.

ORGANIZATIONAL CHART:

Provide an organizational chart listing the key personnel that will be assigned to this City of Deltona contract. Make sure to include subcontractors, if any, that he intends to use.

RESUMES OF KEY PERSONNEL:

Provide a resume for the project manager and/or on-site superintendent to demonstrate that they have conducted three (3) similar demolitions within the past five (5) years in the state of Florida.

The City may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City any additional information and financial data for this purpose as the City may request.

TIME OF COMPLETION

The time of completion shall be as stated per project. However, in general terms, it should be expected for demolition services to be completed within 75 days of the City of Deltona acquiring residential properties. In the event of failure to complete the work within the time specified, liquidated damages will be assessed unless an extension of time is granted.

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall 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. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$300,000 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). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall 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 of Deltona before the commencement of any work activities. Contractor shall have all applicable licenses and insurance required to perform this work.

Exhibit A

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

TIE ON UNIT PRICE OR BID: Should there be a tie on either the unit price (if awarded on a per item basis) the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Volusia County, Florida.
- c. Companies located in Florida.
- d. All else being equal, both companies will be asked to submit a final bid in a sealed envelope.

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

The City of Deltona, at its sole discretion reserves the right to waive all technicalities or irregularities, to reject any and all bid and/or accept the bid which is in the best interest of the City.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so,

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid,

This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

**CITY OF DELTONA
BIDDER INFORMATION FORM**

The information below is required to complete your bid packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: ☐ Federal Tax ID ☐ Social Security Number

This Form Must Be Completed and Returned with your Submittal.

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
		()	
		()	
		()	
		()	
		()	

Does Bidder have any similar work in progress at time of Bid Opening?

Yes

☐

No

☐

If "Yes", explain: _____

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

Exhibit A

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Business)

- (1). Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2). Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3). Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- (4). In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5). Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6). Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X

Bidder's Signature

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Statement of No Bid

Bid No. 26020

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

☐

Specifications are too "restrictive." (please explain below)

☐

Unable to meet specifications

☐

Specifications were unclear. (please explain below)

☐

Insufficient time to respond

☐

We do not offer this type of product or equivalent

☐

Our production schedule would not permit us to perform

☐

Unable to meet bond requirements

☐

Other (please explain below)

REMARKS:

Company Name

Telephone

Signature

Fax

Title

Typed or Printed Name

Address

City

State

Zip

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

CONTRACTOR

DATE

This Form Must Be Completed and Returned with your Submittal.

E-VERIFY FORM

Project Name:	
Project No.:	

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Bidder/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Bidder/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/Subcontractors/subcontractors) assigned by Vendor/Bidder/Contractor to perform work pursuant to the contract with the Department. The Vendor/Bidder/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Deltona; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

C O M P A N Y C O N T A C T	Company Name:
	Authorized Signature:
	Print Name:
	Title
	Date:
	Phone:
	Email:
Website:	

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Deltona

Recipient's Name

FDEM Contract Number

FEMA Project Number

City of Deltona
COMPLIANCE WITH 2 C.F.R. §200.321:
"Contracting with small and minority business enterprises (MBEs),
women's business enterprises (WBEs),
veteran-owned businesses (VOBs), and labor surplus area firms (LSAFs)"

The undersigned bidder hereby certifies that

_____ has taken
(Name of Business)

the next affirmative steps, if subcontractors are to be used, to ensure that
MBEs/WBEs/VOBs/LSAFs are used, whenever possible:

- i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;
- ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

As the person authorized to sign this statement, I certify that this firm has complied fully with the above requirements.

Bidder's Signature

Date

Bidder's Name and Title

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _
day of _____, 20____, by _____ (name of person) as _____

(type of authority) for _____ (name of party on behalf of whom
instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath