

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 23025 FOR:</p> <p>AS NEEDED ELECTRICAL SERVICES</p>
<p><u>Contact:</u></p> <p>Kate Duffy, CPPO, CPPB Purchasing Manager Phone: (386) 878-8570 Fax: (386) 878-8571</p> <p>EMAIL QUESTIONS TO: E-Mail Address: kduffy@deltonafl.gov</p>	<p>BIDDER NAME: _____ _____ _____</p>
<p><u>BID DUE DATE & TIME:</u> TUESDAY, JULY 11, 2023 AT 2:30 AT CITY HALL, 1st FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA</p>	<p>MAILING ADDRESS: _____ _____ _____</p>
<p><u>Location of Public Opening:</u> City of Deltona, 1ST Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: _____ Fax#: _____</p>

**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) 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 386-561-2100.

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 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 Contracts resulting from this Invitation for Bid will run for an initial period of three (3) years, renewable for three additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates quoted will be firm for the first year and will or will not be changed based on the guidelines outlined in the following paragraph "Price Redetermination.

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 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) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page I. 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 a portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its 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 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.

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 ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), 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 project/procurement in its entirety.

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.

SCOPE OF WORK

Bid No. 23025

As Needed Electrical Service

1. The City of Deltona is seeking an Electrical Contractor, who is licensed and registered with the Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation, authorized to provide electrical repair and troubleshooting services on an as needed basis in accordance with departmental specifications and the NEC (National Electric Code) and all other applicable code requirements. Term of the agreement shall be for three (3) years with the option to renew for three (3) additional one year periods.
2. Contractor(s) shall have electricians available on a 24 hour day call basis. The response time for emergency service, as reported by the City of Deltona, shall be within two (2) hours. All others shall be within four (4) hours, unless otherwise agreed to between the City and the Contractor. Emergency requests are of extreme importance as the emergency may directly affect the welfare of the citizens of the City of Deltona. Due to the extreme nature of unforeseen emergencies, the City of Deltona requires that the Contractor maintain an office with adequate resources within fifty (50) miles of the City of Deltona, to ensure the time requirements for emergency response can be achieved. Time is of the essence in the performance of this work. Therefore, if the Contractor does not respond in a timely manner according to the response time documented on the bid form, the City may, at its option, perform the work and charge the Contractor accordingly or have the work completed by others.
3. Contractor shall be required to obtain any and all permits, which may be required to facilitate the requirements of these specifications.
4. Contractor may be required to maintain an inventory of parts and equipment that may be needed to facilitate emergency repairs at various City of Deltona facilities.
5. Contractor shall provide written repair estimates for all repairs or emergency repairs as may be required. Estimates shall be based on time and material charges outlined in their bid submittal. Contractor shall inform the City representative of the repair estimate and obtain authorization to proceed.
6. All work orders shall be signed, dated and acknowledged by the City of Deltona representative.
7. Should the Contractor respond to a service call and cannot perform the work due to the lack of parts and equipment, the City of Deltona will not be billed for service / emergency call.
8. Contractor shall guarantee all new work for one (1) year.
9. Contractor shall dispose of all light fixtures / lamps that are replaced, including fluorescent, HID lamps, Mercury Vapor, High Pressure Sodium, etc.
10. The resulting service contract will be awarded to one firm as the primary Contractor and a secondary back-up Contractor may also be selected.

11. Parks and Recreation Department Projects:

- a. Furnish all labor, equipment, permits and fees to provide electrical repair services to our athletic fields; parking lot lighting installations and hard surface areas (such as tennis courts and basketball courts); make repairs or upgrade / renovate light systems, scoreboards, new electric service and related electrical work at any Parks and Recreation facilities.
- b. Scope of work may include, but is not limited to bi-annual service to light athletic fields for realignment of fixtures, poles and related accessories for pre-determined seasonal sport usage. Contractor shall guarantee completion of the bi-annual work within the time specified by the City. The City shall give at least sixty (60) days notice of work to be accomplished in this phase of work. Work shall also include general maintenance and emergency service to any of the facilities on an as-needed basis, including but not limited to repair / replacement of electrical wiring, transformers, fixtures, cross arm braces, mounts, time clocks, guide wires, lamp replacement, and poles. Bucket trucks shall be able to reach at least 65 feet for work on the light poles.
- c. The City may furnish replacement parts such as fixtures, mounts, lamps, etc. However, the Contractor may be called upon to provide repair parts as required by the individual job and authorized by the Parks and Recreation Director or designee. The repair parts shall be charged to the City at Contractor's cost plus percentage established by Contractor in their bid submittal.

12. Other Department Projects:

- a. Furnish all labor, equipment, permits and fees to provide electrical repair services to City of Deltona buildings, facilities and locations.
- b. Scope of work may include, but is not limited to the change out of light fixtures, sensor lights, emergency light repairs, supplying electric ballast's, 24 hour on-call for electrical emergency service, minor electrical repair work and any other electrical work that may be needed throughout the City.

13. Work Orders estimated to cost more than \$25,000 may be solicited and awarded as a separate contract.

14. Any parts or materials required as per written estimate shall be paid at the Contractor's cost, plus bidded markup. A copy of the Contractor's invoice(s) from the Contractor's supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. In cases where the Contractor manufactures their own parts, the Contractor shall charge the City of Deltona fair market price as provided to the Contractors most favored customer.

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 \$500,000 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 \$500,000 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 \$1,000,000 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. (Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation License required with bid submittal)

The terms of the AGREEMENT shall be for a period of one (1) year from date of AGREEMENT. This AGREEMENT may, by mutual assent of all parties, be extended for three (3) additional one year periods; not to exceed 48 months in total. At the end of the first 12 month period, the contractor will be solicited for an extension with all terms, conditions and pricing remaining. If the contractor requests any changes in same, said changes may require City Manager approval or rejection. At such time, staff may be requested to either re-issue a new BID or accept the changes as requested if they are within reason and market value.

The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if completion is not made within the time specified. Any work performed after cancellation of order(s) will at the contractor's expense.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices bid shall remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the City of Deltona.

EXTRA WORK:

The City, without invalidating this AGREEMENT, may order changes in the operation within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes

Bid # 23025 Electrical Services

in the **AGREEMENT** may be authorized by a written Change Order to the **AGREEMENT** and may be executed under the applicable conditions of the **AGREEMENT**. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This **may be** forwarded to the City Manager, if necessary, for approval or rejection.

Cancel Agreement:

The City has the right to cancel this **AGREEMENT** for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the **AGREEMENT**.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the **AGREEMENT** on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this **AGREEMENT**, fail to keep and perform or shall violate any of the terms, covenants and conditions of this **AGREEMENT**, then the City has the right to terminate this **AGREEMENT with no penalties to the City**.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this **AGREEMENT** shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this **AGREEMENT**.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of this **AGREEMENT** or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

Compliance with Laws, Regulations, Codes, Etc.:

The contractor is required to comply with all present and future valid laws, ordinances, codes and regulations of the Federal Government, State of Florida, County of Volusia, City of Deltona and agencies thereof relating to the premises including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention. Any permits necessary will be the responsibility of the contractor to obtain from the proper agency, paying the fees directly to that agency.

Federal and State Taxes:

The City is exempt from payment of Florida State Sales and User Taxes. The City will sign an exemption certificate submitted by the contractor. The contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the contractor authorized to use the City's Tax Exempt Number in securing such materials, or product.

The contractor shall be responsible for their portion of payment for its own employees FICA and Social Security benefits with respect to the resulting **AGREEMENT**.

Truth in Negotiation Certificate:

Signature of the **AGREEMENT** by the vendor shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the **AGREEMENT** are accurate, complete and current as of the date of the **AGREEMENT** and no higher than those charged the contractor most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following final payment.

Severability:

If any term or provision of the resulting **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the **AGREEMENT** or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

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.

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.

Submittals:

All submittals are REQUIRED and must be submitted with the bid package at the time of the bid opening to be considered a responsive bidder.

Bidders shall submit a detailed statement of explanation for each item where the quoted product deviates from the Scope of Services requested in this bid. Failure to comply may be cause for rejection

- Questions regarding this bid are to be addressed in writing to:

Kate Duffy, Purchasing Manager
2345 Providence Blvd.
Deltona, FL 32725
E-Mail Address: kduffy@deltonafl.gov
Or Fax: (386) 878-8571

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.

CONTACT: All prospective proposers 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 a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal.

BID RESPONSE FORM
BID NO. 23025
As Needed Electrical Service

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

NOTE: LABOR WILL BE BASED ON HOURLY RATES UNLESS OTHERWISE SPECIFIED. Hourly rates shall include all applicable charges. The City does not pay travel time to and from the work site.

MASTER ELECTRICIAN

1. LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ _____ PER HOUR.

OVERTIME HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

JOURNEYMAN

1. LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ _____ PER HOUR.

OVERTIME HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

HELPER

1. LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ _____ PER HOUR.

OVERTIME HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

MATERIALS

MATERIALS

Shall be at Contractor's actual cost plus _____ % (not to exceed 10%)

EQUIPMENT

Equipment shall be furnished by the Contractor at a fixed, hourly rate regardless of time of usage. A standard work truck such as a pickup truck, etc. shall not be allowed as a separate line charge. Costs for any standard vehicle(s), equipment and tools, etc., shall be included in the base labor rate as overhead:

BUCKET TRUCK \$ _____ PER HOUR

LINE TRUCK \$ _____ PER HOUR

TRENCHER / DIGGER \$ _____ PER HOUR

OTHER (specify):

_____ \$ _____ PER HOUR

_____ \$ _____ PER HOUR

_____ \$ _____ PER HOUR

RESPONSE TIME

RESPONSE TIME, STANDARD: _____ HOUR(S)

RESPONSE TIME, EMERGENCY: 2 HOURS

BIDDER'S ELECTRICAL CONTRACTOR'S LICENSE NUMBER:

EXPIRATION DATE: _____

(Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation License required with bid submittal)

Bid submitted by

Date

Company Name

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall defend, 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.

**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.

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. 23025
ELECTRICAL SERVICE

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
X	Fax
Signature	Typed or Printed Name
Title	

Address	City	State	Zip
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E-VERIFY FORM

Project Name:	
Project No.:	

ACKNOWLEDGEMENT

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/Consultant/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/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/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 Coconut Creek; 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.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website: