

BID TABULATION FOR BID #23010 NUISANCE ABATEMENTS

ITEM #	DESCRIPTION	UNIT	Bucket Man LLC	Ferrells Logistics, LLC	JB, J Operations, LLC	One Tru Solutions
1	Lot mow & light clean-up of property to 5,000 sq. ft. (FLAT RATE)	EA	\$200	\$45	\$75	\$27
2	Lots over 5,000 sq. ft. & light clean-up of property (includes tree limbs and/or plastic/papers) Up to 8,500 sq. ft. (FLAT RATE)	EA	\$350	\$70	\$125	\$33
3	Lots over 8,500 sq. ft. & light clean-up of property (includes tree limbs and/or plastic/papers) Up to 14,000 sq. ft. (FLAT RATE)	EA	\$500	\$95	\$175	\$40
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	For each additional 1,000 sq. ft. over 14,000	\$50	\$20	\$50	\$5
5	Nailing fence panels and/or slats repaired, labor cost-supplies are additional (Invoice needed for supplies)	Per job Unit-price quote request before job	\$100	\$125	\$100	\$15
6	Tractor equipment with operator	Per hour	\$75	\$250	\$150	\$90
7	Hauling trailer and operator	Per hour	\$50	\$200	\$100	\$50

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ITEM #	DESCRIPTION		Bucket Man, LLC	Ferrells Logistics, LLC	JBJ Operations, LLC	One Tru Solutions
8	Dump truck with operator	Per hour	\$90	\$200	\$150	\$90
9	Labor only, i.e. refuse removal, etc.	Per Hour	\$30	\$125	\$95	\$25
10	Appliance Removal	Each	\$30	\$75	\$75	\$18
11	Board up door to include labor and supplies	Each	\$125	\$66	\$125	\$30
12	Cost for operator and bobcat with a claw	Per hour	\$ 75	\$250	\$175 /3 hr. minimum	\$90
13	Cost for operator and bobcat with a Brush Cutter 6' (OR BUSH HOG)	Per hour	\$ 75	\$275	\$175 /3 hr. minimum	\$90
14	Screening or repair of pool enclosures for safety around the pool	Per hour Unit-price quote request before job	\$65	\$75	\$80	\$55
15	Misc. Abatements of pool or structure/covering pool	Minimum and maximum price. Unit-price quote request before job	\$500-\$5000	\$100-\$1500	\$125-\$650	\$150-\$550
16	Board up windows to include labor and supplies	Per window	\$100	\$40	\$75	\$25

<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# 23010</p> <p>NUISANCE ABATEMENTS (LOT MOWING AND PROPERTY MAINTENANCE) FOR CODE ENFORCEMENT DIVISION</p>
<p><u>Contact:</u></p> <p>KATE DUFFY, CPPO, CPPB, SPSM PURCHASING MANAGER kduffy@deltonafl.gov Phone: (386) 878-8570 / Fax: (386) 878-8571</p>	<p>BIDDER NAME: <u>One Tru</u> <u>Solutions LLC.</u></p>
<p><u>Bid Due Date & Time:</u></p> <p>FRIDAY, MARCH 24, 2023 AT 2:30 P.M.</p>	<p>MAILING ADDRESS: <u>2890 Ascot</u> <u>Lane Deltona FL 32738</u></p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: <u>407 942 4572</u></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

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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 This bid can remain open for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

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

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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

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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. 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 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.

Bid # 23010 Nuisance Abatements

SCOPE OF WORK

Bid No. 23010 for Nuisance Abatements

Scope of Services

Scope The City is requesting bids from companies to provide Public Nuisance Abatement Services services and/or other abatement work needed to clear properties of trash and debris, on an as needed basis, as a yearly contract. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the condition(s) corrected at the owner's expense. This scope of work can or will include fence repairs, pool coverings and possible window boarding up and will be required whenever a property is identified as being in violation. The City will contact the companies that are on a list and have them provide pricing for each location at that time based on the pricing as listed in the bid form.

Note that the City already has one company that provides this service but needs additional companies to be added to a list due to the amount of abatements.

The City currently has one property that needs abatement services. The location is at 941 Shorecrest Dr., Deltona, FL 32725. It will need the above services. Heavy operating equipment or dump trailers may be needed at times to haul away large amounts of debris. Demolishing unsafe structures, ie; fences, sheds, or removing large amounts of debris from a front yard, side yard, and rear yard of a property would also be required.

Specific Requirements:

1. A Blanket Purchase Order will be provided for the year. The purchase order number must appear on all invoices and delivery tickets. For prompt payment, all invoices must be sent directly to City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, Florida 32725.
2. Invoices are to be sent to Account Payables at kcampbell@deltonafl.gov and a copy sent to the Assistant Director of Code Enforcement or designee. Invoices shall include the date(s) the work was done, the equipment actually used, the number of people that worked on each job and a signature line that is signed by the successful bidder and the Assistant Director of Code Enforcement or designee.
3. Successful bidders shall notify City when they plan to start so a Code Office can go by and verify.
4. The successful bidder(s) shall secure licenses imposed by law and ordinance, and pay all charges and fees which shall include a current County of Volusia Business License. Before issuance of a contract to the successful bidder, copy of the actual license shall be

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provided to the Purchasing Division. Also note that if your business is located in the City of Deltona you must also have a City Business Tax License (City Occupational License).

5. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
6. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
 - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
 - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
 - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.
7. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties.
8. Due to requirements placed on the City by State Statutes, **all works shall be completed within (4) business days from original notification.** A work authorization form or e-mailed schedule notification from the Code Enforcement Inspector or Designee shall constitute notification.
9. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.
 - a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee, the day that service is to be performed.

ADDITIONAL REQUIREMENTS:

1. The City reserves the right to award on an "All-or-None" basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are

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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 completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- List of personnel, by name and title, contemplated to perform the work.

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardee(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her PO will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the PO will extend through the stated expiration date.

5. EQUIPMENT

All equipment placed in service shall be properly maintained.

6. APPAREL

Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility.

8. PROJECT MANAGEMENT

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A Code Enforcement Inspector or Designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or Designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number.

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

12. 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

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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.

13. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of three years with the option to renew for two additional one year periods upon mutual agreement in writing of both parties. The City reserves the right to cancel the agreement between the parties at any time with 30 days notice.

14. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. If a price increase is to be requested, contractor is required to notify Purchasing in writing of all items affected by price increases/decreases.
2. All price increase(s) and decrease(s) may or may not be approved by the City's Purchasing Manager prior to becoming effective.
3. If the City and Contractor cannot come to any agreement regarding any price increase request, this agreement shall expire at the end of the current annual term.

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

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 political subdivision to rebid any or all items.

16. INSURANCE

The Contractor shall furnish proof of insurance as outlined on the following page. Insurance certificates must be sent to:

The City of Deltona
Attn: Kate Duffy, CPPO, CPPB
2345 Providence Blvd.
Deltona, FL 32725

Or kduffy@deltonafl.gov

Bid # 23010 Nuisance Abatements

INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. A list of employees shall be provided. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$300,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Deltona and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and 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 negligence of the entity excluding only the sole negligence of the entity.

This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them.

The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty 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.

Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

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.*

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Deltona and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Deltona, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Deltona as a result of any action or failure to act on the part of the contractor, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgements.

Name of Contractor: Alexander Tolbert Jr III

Signature of Contractor: [Signature]

Date: 3-13-2023

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Deltona hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: First Acceptance Insurance

Signature of Insurance Agent: [Signature]

Date: 3-17-23

CITY OF DELTONA
Nuisance Abatements (Lot Mowing and Property Maintenance)
For Code Enforcement Division – Term Contract
Bid No. 23010

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Deltona with mowing services, abatement work, emergency response and services needed to clear lots of trash and debris, and additional services such as pool coverings, boarding up of windows and possible fence repairs, on an as needed basis, as a yearly contract as follows:

NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

SCHEDULE OF PRICING

CATEGORY I: MOWING VACANT AND OCCUPIED LOTS: Mowing vacant or occupied parcels of land including trimming weeds and grass along or by fences, hedges, fire hydrants, poles, trees, portions of street to include the City right-of-way and along the house. The driveway and walkways should be cleared after mowing with a blower.

ITEM #	DESCRIPTION	UNIT PRICE
1	Lot mow & light clean-up of property to 5,000 sq. ft. (FLAT RATE)	\$ 27
2	Lots over 5,000 sq. ft. & light clean-up of property (includes tree limbs and/or plastic/papers) Up to 8,500 sq. ft. (FLAT RATE)	\$ 33
3	Lots over 8,500 sq. ft. & light clean-up of property (includes tree limbs and/or plastic/papers) Up to 14,000 sq. ft. (FLAT RATE)	\$ 40
4	Your proposed rate for mowing each additional 1,000 sq. ft. over 14,000 sq. ft. This is not a flat rate as charge. Will depend on actual lot size	\$ 5.00 For each additional 1,000 sq. ft. over 14,000

CATEGORY II: MISCELLANEOUS SERVICE: When necessary and when directed, accumulating, boxing, bagging or bundling trash and placing same at curbside or transporting to an authorized disposal facility, trimming dense overgrowth/undergrowth in areas where mowers or other standard equipment can not be used (does not include trimming around objects noted in Category I above); raising canopies on trees; removing or leveling of dirt or spoils; removing dead, diseased or fallen trees; trimming trees; hedges, shrubs. Price includes placing trash at curbside in a condition that complies with City and Solid Waste Authority size, weight, separation and handling requirements or transporting materials to an authorized dumpsite but not disposal charges, which are paid separately, based on the actual charges incurred per an invoice from the disposal facility.

ITEM #	DESCRIPTION	UNIT PRICE
5	Nailing fence panels and/or slats repaired, labor cost- supplies are additional (invoice needed for supplies)	\$ 15 Per job Unit-price quote request before job
6	Tractor equipment with operator	\$ 90 Per hour
7	Hauling trailer and operator	\$ 50 Per hour
8	Dump truck with operator	\$ 90 Per hour
9	Labor only, i.e. refuse removal, etc.	\$ 25 Per hour

ITEM #	DESCRIPTION	UNIT PRICE
10	Appliance Removal	\$ 18 Each
11	Board up door to include labor and supplies	\$ 30 Per door
12	Cost for operator and bobcat with a claw	\$ 90 Per hour
13	Cost for operator and bobcat with a Brush Cutter 6' (OR BUSH HOG)	\$ 90 Per hour
14	Screening or repair of pool enclosures for safety around the pool	\$ 55 Per hour Unit-price quote request before job
15	Misc. Abatements of pool or structure/covering pool	minimum and maximum price \$ 150 \$ 550.00 Unit-price quote request before job
16	Board up windows to include labor and supplies	\$ 25 Per window

Bid # 23010 Nuisance Abatements

One Tru solutions LLC.
Company name

Alexander Tolbert
Company Representative

3-13-2023
Date

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.

CITY OF DELTONA
BIDDER INFORMATION FORM

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

Company Name: ONE TRU SOLUTIONS LLC

Address: 2850 ASCOT LANE

City: DELTONA

State: FLA

Zip Code: 32138

Phone Number: 407 942-4512

Fax Number: _____

Project Contact: 407 942-4512

e-mail address: ONETRUSOLUTIONS@GMAIL.COM

Remittance (Payment) Mailing Information

Address: 2850 ASCOT LANE ~~DE~~ AT

City: DELTONA State: FL Zip Code: 32138

Phone Number: 407 942-4512

Fax Number: _____

Project Contact: 407 942-4512

e-mail address: ONETRUSOLUTIONS@GMAIL.COM

Federal Tax ID No.: 85-2507806

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

This Form Must Be Completed and Returned with your Submittal.

Bid # 23010 Nuisance Abatements

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Sc 3et inc	Janie Rodgers	(321) 377-8437 ()	mowing property clean up
Million Air	Dina Henderson	(321) 363-6375 ()	Property cleanup mowing
Residential Properties	James Watson	(407) 620-8198 ()	mowing Property cleanup pressure washing

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.

NON-COLLUSION AFFIDAVIT FORM

STATE OF FLORIDA COUNTY OF VOLUSIA

ALEX TOLBERT, being first duly sworn deposes and says that:

1. He (it) is the OWNER, of ONE TRN SOLUTIONS, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By ALEX TOLBERT KNOWN TO ME. (DR)

Sworn and subscribed to before me this 20TH day of MARCH, 2023, in the State of FLORIDA, County of VOLUSIA.

[Signature] Notary Public

My Commission expires:



This Form Must Be Completed and Returned with your Submittal

Bid # 23010 Nuisance Abatements


DRUG-FREE WORK PLACE FORM

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

ONETRA Solutions LLC 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
3-13-2023
Date

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

Bid # 23010 Nuisance Abatements