

<p><b>Submit Bid to:</b></p> <p><b>CITY OF DELTONA</b>  2345 Providence Blvd.  Deltona, Florida 32725  <b>Attn: Purchasing</b>  <b>CLEARLY MARK SEALED ENVELOPE WITH</b>  <b>BID NAME AND NUMBER</b></p>	<p><b>INVITATION</b>  <b>TO BID# 24013</b>  <b>FOR:</b></p> <p><b>PUBLIC WORKS - RE-BID</b>  <b>FLEET BAY FLOOR RENOVATION</b></p>
<p><u>Contact:</u></p> <p>Mary E. Perez  Purchasing Agent  Phone: (386) 878-8580  Fax: (386) 878-8571</p> <p><b>EMAIL QUESTIONS TO:</b>  <b>E-Mail Address: <a href="mailto:meperez@deltonafl.gov">meperez@deltonafl.gov</a></b></p>	<p>BIDDER NAME: <u>A Classic Touch Painting,</u>  <u>dba, Epoxy Daytona</u></p> <hr/> <hr/>
<p><b><u>A MANDATORY PRE-BID VIEWING OF THE</u></b>  <b><u>FACILITY WILL BE HELD ON MARCH 7, 2024 @</u></b>  <b><u>9AM AT THE PUBLIC WORKS FACILITY LOCATED</u></b>  <b><u>AT 201 HOWLAND BOULEVARD, DELTONA,</u></b>  <b><u>FLORIDA 32738 (ONLY FOR THOSE WHO DID NOT</u></b>  <b><u>VIEW THE FACILITY PREVIOUSLY).</u></b></p> <p><b><u>BID DUE DATE &amp; TIME:</u></b>  <b>TUESDAY, MARCH 19, 2024 AT 3:00PM AT CITY</b>  <b>HALL, 1<sup>ST</sup> FLOOR CONFERENCE ROOM LOCATED</b>  <b>AT 2345 PROVIDENCE BOULEVARD, DELTONA,</b>  <b>FLORIDA 32725</b></p>	<p><b>MAILING ADDRESS:</b> _____  <u>5811 S Ridgewood Ave, Port Orange, FL</u>  <u>32127</u></p> <hr/> <p>Phone#: <u>386-763-1238</u></p> <p>Fax#: _____</p>
<p><u>Location of Public Opening:</u>  City of Deltona, 1<sup>st</sup> Floor Conference Room  2345 Providence Blvd., Deltona, FL 32725</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

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CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

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

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

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

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

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

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

**BID OPENING:** Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such

bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-8100.

**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

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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 the duration of this project. Rates quoted will be firm for the duration of the project and 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) 878-8571, 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 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](http://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 thirty (30) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

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

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

**ACCEPTANCE / REJECTION:** The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the

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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

The City of Deltona is seeking a Contractor to prep & resurface all floors at our Public Works Fleet Maintenance Shop, which is located at the Public Works Depot, 201 Howland Blvd, Deltona, FL 32738.

### SPECIFICATION

#### FLOOR PREP

Floors should be ground down to remove any existing coating using Diamond head grinder, vacuums should be used to minimize dust. Any cracks or large chips should be repaired using an epoxy patch and/or filler.

#### SHOP FLOOR – Approx. Sq. Ft - 8200

Topcoat used should be of a professional grade epoxy that is long lasting, durable, non-slip / UV and chemical resistant with a Flake blend final appearance. Color to be selected from color chart.

#### Be Advised of the following:

- Fleet cannot totally shutdown.
- Fleet will accommodate for work to be done on weekdays or weekends and either during the day or evenings.
- Fleet Shop floor resurfacing will be split into (2) sections.
- Once half the shop is complete, we will reinstall everything & schedule the 2<sup>nd</sup> half of the project.
- After completion, any touchup work can be completed during weekdays.

## INSURANCE REQUIREMENTS

### **WORKERS' COMPENSATION**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$200,000 each employee, \$500,000 policy limit for disease.

### **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$250,000.

### **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.

The terms of the AGREEMENT shall be for the duration of this project from date of AGREEMENT.

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 be 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 Accounts Payables Department in Finance, 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 in the **AGREEMENT** may be authorized by a written Change Order to the **AGREEMENT** and may be executed

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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

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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**.

**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.

**Bid #24013 - PUBLIC WORKS - RE-BID FLEET BAY FLOOR RENOVATION**

**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:

Mary E. Perez  
Purchasing Agent  
2345 Providence Blvd.  
Deltona, FL 32725  
E-Mail Address: [meperez@deltonafl.gov](mailto:meperez@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. 24013**  
**PUBLIC WORKS - RE-BID**  
**FLEET BAY FLOOR RENOVATION**

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.

QTY	UNIT	DESCRIPTION	TOTAL COST
1	EA	<p style="text-align: center;"><b><u>SPECIFICATION:</u></b></p> <p><b>FLOOR PREP – Floors should be ground to remove any existing coating using Diamond head grinder, vacuums should be used to minimize dust. Any cracks or large chips should be repaired using an epoxy patch and/or filler.</b></p> <p><b>SHOP FLOOR - Approx. Sq. Ft - 8200 – Topcoat used should be of a professional grade epoxy that is non-slip / UV and chemical resistant with a Flake blend final appearance. Color to be selected from color chart.</b></p>	<p>39900</p> <hr/> <p>\$</p>

***This Form Must Be Completed and Returned with your Submittal.***

**HOLD HARMLESS AND INDEMNITY AGREEMENT**

**A Classic Touch Painting**

\_\_\_\_\_, 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.

**A Classic Touch Painting**

\_\_\_\_\_  
CONTRACTOR

**3-7-24**

\_\_\_\_\_  
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: A Classic Touch Painting, Epoxy Daytona

Address: 5811 S Ridgewood Ave

City: Port Orange

State: FL

Zip Code: 32127

Phone Number: 386-763-1238

Fax Number: \_\_\_\_\_

Project Contact: Maurice Ragot

e-mail address: aclassictouchpainting@gmail.com

**Remittance (Payment) Mailing Information**

Address: Same

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: Same

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Federal Tax ID No.: 020751377

Tax ID Type:  Federal Tax ID  Social Security Number

***This Form Must Be Completed and Returned with your Submittal.***

**Bid #24013 - PUBLIC WORKS - RE-BID FLEET BAY FLOOR RENOVATION**

## References

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CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Niagara Builders	Sal Iamarino	( 386 ) 405-8308 (       )	Epoxy several garage floors
City of South Daytona	Suzanne L. Rhinesmith	( 386 ) 322-3070 (       )	Epoxy several bathroom floors in public buildings.
A Taylor Made Home	Steve Zalich	( 386 ) 547-9878 (       )	Epoxy several large garage floors, hangar floors.

Does Bidder have any similar work in progress at time of Bid Opening?    Yes  No

If "Yes", explain:        We epoxy several floors a week.

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*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  
A Classic Touch Painting 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  
3-6-24  
\_\_\_\_\_  
Date

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

**Bid #24013 - PUBLIC WORKS - RE-BID FLEET BAY FLOOR RENOVATION**



**Statement of No Bid**  
**Bid No. 24013**  
**PUBLIC WORKS - RE-BID - FLEET BAY FLOOR RENOVATION**

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 Agent, 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:

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Company Name	Telephone		
<b>X</b>			
Signature	Fax		
Title	Typed or Printed Name		
Address	City	State	Zip

**Bid #24013 - PUBLIC WORKS - RE-BID FLEET BAY FLOOR RENOVATION**

## E-VERIFY FORM

Project Name:	
Project No.:	


**Definitions:**

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

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

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/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:	A Classic Touch Painting Epoxy Daytona
Authorized Signature:	
Print Name:	Maurice Ragot
Title	President
Date:	3-6-24
Phone:	386-763-1238
Email:	aclassictouchpainting@gmail.com
Website:	aclassictouchpainting.com epoxydaytona.com

**Bid #24013 - PUBLIC WORKS - RE-BID FLEET BAY FLOOR RENOVATION**

# A Classic Touch Painting



5811 S Ridgewood Ave  
Port Orange FL 32127  
(386) 763-1238,  
Aclassictouchpainting@gmail.com

# Estimate

<b>ESTIMATE #</b>	25109
<b>Estimate Date</b>	
<b>Updated:</b>	03/07/2024 04:09 pm

## CUSTOMER

City of Deltona  
Mary Perez-Vasquez  
201 Howland Blvd.  
Deltona, FL 32738  
(386) 878-8100 (8580)  
meperez@deltonafl.gov

## SERVICE LOCATION

City of Deltona  
201 Howland Blvd.  
Deltona, FL, 32738  
(386) 878-8100 (8580)  
meperez@deltonafl.gov

## Estimate: Scope of Work

### Estimate

Description	Qty	Rate	Total
<p><b>Epoxy</b> Epoxy Existing painted / stained / bare Shop floor, (approx 8200sf) Scope to include: Work to be completed in approx 1/2 the shop at a time up to a control joint in the concrete. Customer to have areas empty prior to start. Shelving moved, etc so preparations can be performed. Items left in place will be worked around.</p> <p>Diamond grind older stained / painted / bare floor to prepare for epoxy. Pressure clean / degrease to remove debris. Epoxy stress cracks and fill large chips. (Control joints to be left alone) Prime with 4100. Apply 4195 Wicking epoxy basecoat in Whisper Gray color with 100% broadcast application of 1/4" Color selected by customer color blend flakes. Scrape well and vac clean. Topcoat with 2 coats Solvent Poly Urea clear coat gloss. Add 60 grit non skid. Clean up debris. Work to be completed in approx 3 days per side. NO parking for 72 hours after completion. Can walk on next day in most cases.</p> <p>Allow 1 week between sides for staff to rearrange shop. Allow to cure over weekend prior to putting shop into use.</p> <p>Upon approval of estimate a 50% deposit and or a PO will be required to order materials.</p>	1.00	\$39,900.00	\$39,900.00

**Estimate Total:**

**\$39,900.00**

## CUSTOMER MESSAGE

Thank you for choosing us. It is a pleasure to work with you. Estimates are valid for 30 days and if approved after the 30 days, prices may vary depending on material and labor costs.

### Epoxy Disclaimer:

-Although the floors generally last for decades we offer: Commercial and exterior installations Warranty 5 years. Residential garage 10 years Warranty.

-Cracks in the floor or walls can reopen and are not warranty items.

-Efflorescence, concrete cracking, trauma, dragging objects, structural defects, water damage, ponding or pooling water is not warranty.

-Harsh angle viewing of the floor may show imperfections in the surface texture and is normal.

-A Classic Touch Home improvements, Inc. dba EpoxyDaytona does not make any representations or warranties regarding slipping and falling or any anti-slip properties of the goods or materials installed. The coating is meant to seal the surface and may be slippery.

-Grinding and floor preparation is not leveling the floor. The products are self-leveling and uneven surfaces may be visible after installation. The finished surfaces always vary depending on the underlying substrate. Finished product is not guaranteed to be smooth or flawless.

-We use industrial strength equipment to minimize dust and debris; however, some may be left behind.

With the acceptance of this estimate and/or invoice, either written or verbally given, Purchaser agrees, if enforcement of collection is necessary, he or she will pay in addition to the invoice value, collection charges, interest, and attorneys' fees.

Cash, Check and credit cards may be acceptable for payment. Credit cards may have an additional service fee. Deposit may be required and are nonrefundable once materials are purchased. Progress billing based upon work completed. Balance due upon completion. 3% service fee charge added after 10 days. If an attorney is used to collect contract or to represent contractor, all fees and costs are the responsibility of the client. All sales are final. All materials and workmanship is guaranteed as specified and will be completed according to standard practices. Exclusions: ACTP is not responsible for Blinds and window treatments, Outlets and switch covers, exterior lights and bulbs, items outside of house. We work with the utmost care but due to UV damage and age some parts can fail during removal and movement. We will not be responsible to replace these items if they fail unless due to negligence.

[Please visit us online!](#)

***Customer Approval Signature:***