

INVITATION TO BID

City of Orlando, Florida
Purchasing & Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net>

MAIL DATE: July 31, 2009

BID NO: BI09-2507

OPENING DATE: August 26, 2009

BUSINESS NAME & ADDRESS

**THIS IS NOT
AN ORDER**

ANNUAL AGREEMENT FOR APPLICATION OF PAVEMENT MARKINGS TO CITY STREETS

Bids will be opened and publicly read aloud at the Purchasing and Materials Management Division, City of Orlando, City Hall at One City Commons, 400 S. Orange Avenue, Fourth Floor, Orlando, Florida at **3:00 p.m., Local Time, City of Orlando, Florida** on the **26th day of August, 2009**. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

SEE ATTACHED SPECIFICATIONS & ETC.

This completed form must appear as the top sheet for all bids submitted.
Bid Bonds if required may be in the form of a Bond, Cashier's Check or
Certified Check.

Amount of Bid Bond	\$ <u>N/A</u>
Amount of Cashier's Check	\$ <u>N/A</u>
Amount of Certified Check	\$ <u>N/A</u>
Total Amount of Bid or Base Bid	\$ _____
All Items Bid?	Yes _____ No _____

It is the intent and purpose of the City of Orlando that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing and Materials Management Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing and Materials Management Division not later than ten (10) days prior to the bid closing date.

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**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION TO BID FOR THE ANNUAL AGREEMENT FOR
APPLICATION OF PAVEMENT MARKETS TO CITY STREETS**

A. Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

B. Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following Check List:

- _____ Bidder's Certification Page Signed and Notarized.
- _____ Invitation To Bid Price Schedule Including Unit Price and Total Price Columns completed.
Total Amount of Bid Entered on Invitation To Bid Cover Sheet.
- _____ Bid Envelope Prepared As Specified.
- _____ MBE/WBE information provided as required on the form attached hereto.
- _____ **It is the bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.**

C. Special Items (Applicable to this Bid Only):

- _____ 1. _____
- _____ 2. _____
- _____ 3. _____

INVITATION TO BID AWARD INFORMATION

The Purchasing and Materials Management Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other information in a variety of ways:

1. There are two Internet sites available to obtain solicitation award and other information:

A. Onvia by DemandStar's website:

http://www.demandstar.com/orlando/Bid_Info/BidInfo_Opening.htm

If you are interested in obtaining award information, copy and paste the above link into your web browser. From the pull-down menu at the top of the page, click on **"Awarded"** and then click on **"Search"**. Choose the solicitation in which you are interested and click on **"Details"** on the far right hand side of the screen. Under the section titled **"Bid Status Text"**, you may view Bid information.

B. City of Orlando Purchasing and Materials Management Division's Website:

<http://www.cityoforlando.net/admin/purchasing/index.htm>

You may also access the same Onvia by Demandstar information by visiting this Purchasing and Materials Management Division's website. Copy and paste the above link in your web browser. On the beige menu bar located on the left hand side of the page, under the **"Other Links"** section, click on the link **"View Current Bids"**, and then click on **"Current Bids"**. From the pull-down menu at the top of the page, click on **"Awarded"** and then click on **"Search"**. Choose the solicitation in which you are interested and click on **"Details"** on the far right hand side of the screen. Under the section titled **"Bid Status Text"**, you may view Bid information.

You may also receive award information by clicking on **"Other Links"** in the same beige menu bar, and then click on **"City of Orlando Bid Awards Report"**.

2. The Purchasing and Materials Management Division maintains a Bid Information Board. You may visit the Purchasing and Materials Management Division and obtain award information, bid packages, addendums, etc. Our office is located at:

**City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons, Fourth Floor
400 South Orange Avenue
Orlando, Florida 32801**

3. You may also call the Purchasing and Materials Management Division at (407) 246-2291, during normal business hours, to request the solicitation information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

NON-MANDATORY PRE-BID CONFERENCE

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference at:

**City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue - Fourth Floor
P.O. Box 4990
Orlando, FL 32802-4990**

On

Thursday, August 13, 2009 at 10:00 a.m., Local Time, City of Orlando, FL

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that he has thoroughly examined and is familiar with the **INVITATION TO BID**. The failure or neglect of a bidder to examine the **INVITATION TO BID**, shall in no way relieve him of any obligations with respect to either his bid or the **INVITATION TO BID**. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATION TO BID**.

NON-MANDATORY PRE-BID CONFERENCE ATTENDANCE NOTIFICATION

A Non-Mandatory Pre-Bid Conference will be held **City of Orlando, Purchasing and Materials Management Division, 400 S. Orange Avenue, 4th Floor, Orlando, FL 32802 on Thursday, August 13, 2009 at 10:00 a.m., Local Time, City of Orlando, Florida.**

Please return this form by: **Wednesday, August 12, 2009**

CITY OF ORLANDO
PURCHASING AND MATERIALS MANAGEMENT DIVISION
CITY HALL AT ONE CITY COMMONS
400 SOUTH ORANGE AVENUE - FOURTH FLOOR
P.O. BOX 4990
ORLANDO, FLORIDA 32802-4990
TELEPHONE: (407) 246-2291
FAX: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached on next page, title "Written Questions".

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

Title

Name of Company

Date

STANDARD FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW WHICH ARE ON PAGES 8 THROUGH 18, ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. BIDDER'S CERTIFICATION
2. ADDENDUM RECEIPT VERIFICATION
3. REFERENCES
4. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION
5. RECYCLED CONTENT INFORMATION REPORT (IF APPLICABLE)
6. EQUIPMENT LIST/DESCRIPTION
7. INVITATION TO BID PRICING PAGES (5)

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PURCHASING AND MATERIALS MANAGEMENT DIVISION PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE BID. IF YOU HAVE DOWNLOADED THIS BID FROM THE INTERNET, PLEASE ENSURE THAT YOU ALSO DOWNLOAD ALL SUCH ADDENDA.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Orlando or of any other bidder is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2009

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS / OR IF DIFFERENT
YOUR PRINCIPLE PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-

Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

Company Tax ID # _____
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

E-MAIL ADDRESS

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE
BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR
REJECTION OF THE BID.**

Company

Signature

Title

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects completed within the last three (3) years.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency:	
Contact Phone:	
Contract Amount:	Date Completed:

Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency:	
Contact Phone:	
Contract Amount:	Date Completed:

Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency:	
Contact Phone:	
Contract Amount:	Date Completed:

Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency:	
Contact Phone:	
Contract Amount:	Date Completed:

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency:	
Contact Phone:	
Contract Amount:	Date Completed:

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the Agreement is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

RECYCLED CONTENT INFORMATION REPORT

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content?

Yes _____ No. _____

Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No. _____

Is your product recyclable after it has reached its intended end use?

Yes _____ No. _____

EQUIPMENT LIST / DESCRIPTION

This form is to be utilized to submit a list of equipment the Bidder has on hand to perform the work. If the Bidder intends to lease equipment, the type of equipment to be leased and from whom, is to be noted below:

<u>Item:</u>	<u>Model/Year:</u>	<u>Manufacturer:</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

<u>Leased Equipment Type:</u>	<u>Company Name Leased From:</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Application of Pavement
Markings to City Streets

Item No.	Quantity	Unit	Description	Unit Price	Total
			The bid amounts specified herein are for fixed price work, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation To Bid. The Bidder, having examined carefully the Specifications consisting of five (5) pages, terms and conditions herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception for the proper execution and completion of the contract, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices:		
			Miscellaneous		
1.	50	EA	546-4 Rumble Strips	\$ _____	\$ _____
2.	50	EA	705-5 Highway Delineators	\$ _____	\$ _____
3.	1,300	EA	706-7 Reflective Pavement Markers	\$ _____	\$ _____
4.	2,000	LF	710-17 Water Blasting	\$ _____	\$ _____
			Thermoplastic Traffic Stripes & Pavement Markings 711-10		
5.	10,000	LF	Skip Traffic Stripe, Thermoplastic	\$ _____	\$ _____
6.	50	LF	Pavement Messages, Thermoplastic	\$ _____	\$ _____
7.	100	EA	Directional Arrows, Thermoplastic	\$ _____	\$ _____
8.	1,000	LF	Guide Lines, Thermoplastic	\$ _____	\$ _____
9.	1,000	LF	(4") Solid Traffic Stripe, Thermoplastic	\$ _____	\$ _____
10.	10,000	NM	(6") Solid Traffic Stripe, Thermoplastic	\$ _____	\$ _____
11.	2,000	LF	(8") Solid Traffic Stripe, Thermoplastic	\$ _____	\$ _____
12.	5,000	LF	(12") Solid Traffic Stripe, Thermoplastic	\$ _____	\$ _____

Total Bid (this page) \$ _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Application of Pavement
Markings to City Streets

Item No.	Quantity	Unit	Description	Unit Price	Total
13.	2,000	LF	(18") Solid Traffic Stripe, Thermoplastic	\$ _____	\$ _____
14.	10,000	LF	(24") Solid Traffic Stripe, Thermoplastic	\$ _____	\$ _____
15.	2,000	SF	Layout of Pavement Markings	\$ _____	\$ _____
16.	250	HR	Removing of Pavement Markings		
			Traffic Latex Paint Markings 710-11	\$ _____	\$ _____
17.	10,000	EA	Skip Traffic Stripe, Traffic Latex Paint	\$ _____	\$ _____
18.	50	LF	Pavement Messages, Traffic Latex Paint	\$ _____	\$ _____
19.	50	LF	Directional Arrows, Traffic Latex Paint	\$ _____	\$ _____
20.	1,000	LF	Guide Lines, Traffic Latex Paint	\$ _____	\$ _____
21.	10,000	NM	(6") Solid Traffic Stripe, Traffic Latex Paint	\$ _____	\$ _____
22.	2,000	LF	(8") Solid Traffic Stripe, Traffic Latex Paint	\$ _____	\$ _____
23.	5,000	LF	(12") Solid Traffic Stripe, Traffic Latex Paint	\$ _____	\$ _____
24.	2,000	LF	(18") Solid Traffic Stripe, Traffic Latex Paint	\$ _____	\$ _____
25.	5,000	LF	(24") Solid Traffic Stripe, Traffic Latex Paint	\$ _____	\$ _____
26.	2,000	SF	Removing Existing Pavement Markings	\$ _____	\$ _____
27.	250	HR	Layout of Pavement Markings	\$ _____	\$ _____
			Permanent Tape Stripes and Markings 713-10 3M Series 380I ES or Equivalent		
28.	5,000	EA	Skip Traffic Stripe, 380 high performance tape	\$ _____	\$ _____

Total Bid (this page) \$ _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Application of Pavement
Markings to City Streets

Item No.	Quantity	Unit	Description	Unit Price	Total
29.	50	50	Pavement Messages, 380 high performance tape	\$ _____	\$ _____
30.	50	50	Directional Arrows, 380 high performance tape	\$ _____	\$ _____
31.	100	EA	Guide Lines, 380 high performance tape	\$ _____	\$ _____
32.	1,000	LF	(4") Solid Traffic Stripe, 380 high performance tape	\$ _____	\$ _____
33.	1,000	NM	(6") Solid Traffic Stripe, 380 high performance tape	\$ _____	\$ _____
34.	10,000	LF	(8") Solid Traffic Stripe, 380 high performance tape	\$ _____	\$ _____
35.	50	LF	(12") Solid Traffic Stripe, 380 high performance tape	\$ _____	\$ _____
36.	100	EA	(18") Solid Traffic Stripe, 380 high performance tape	\$ _____	\$ _____
37.	500	LF	(24") Solid Traffic Stripe, 380 high performance tape	\$ _____	\$ _____

Total Bid (this page) \$ _____

TOTAL BID \$ _____

1. FOB Point Delivered Only

2. Terms of Payment Net 30

3. The City shall receive shipment or project completion notice within _____ days from the date Vendor receives Official Purchase Order or Notice to Proceed.

Recheck your quotations prior to submission. Bids may not be changed after being opened.

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Application of Pavement
Markings to City Streets

NOTE 1:

EXCEPTIONS TO TERMS AND CONDITIONS:

WHEN COMPLETING YOUR BID, DO NOT ATTACH ANY FORMS WHICH MAY CONTAIN TERMS AND CONDITIONS THAT CONFLICT WITH THOSE LISTED IN THE CITY'S BID DOCUMENT(S). INCLUSION OF ADDITIONAL TERMS AND CONDITIONS INCLUDING THOSE WHICH MAY BE ON YOUR COMPANY'S STANDARD FORMS MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE.

NOTE 2:

THE BID AMOUNTS SPECIFIED HEREIN ARE FOR FIXED PRICE WORK, WHICH INCLUDES ALL PRICES FOR EQUIPMENT, LABOR AND MATERIAL REQUIRED TO PERFORM THE WORK SPECIFIED IN THIS INVITATION TO BID.

THE BIDDER, HAVING FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, NATURE AND EXTENT OF THE WORK, AND HAVING EXAMINED CAREFULLY THE SPECIFICATIONS INCLUDED ON PAGE 19 THROUGH 23, TERMS AND CONDITIONS HEREIN, PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND OTHER ITEMS, FACILITIES AND SERVICES, WITHOUT EXCEPTION FOR THE PROPER EXECUTION AND COMPLETION OF THE CONTRACT, AND IF AWARDED THE CONTRACT, TO COMPLETE THE SAID WORK WITHIN TIME LIMITS AS SPECIFIED FOR THE FOLLOWING BID PRICES:

NOTE 3:

SPECIFICATIONS: THE SPECIFICATIONS SHOWN ON THE ATTACHED INVITATION TO BID SHEETS ARE INTENDED TO REPRESENT ITEMS OF A QUALITY LEVEL KNOWN TO MEET CITY'S REQUIREMENTS. WHILE THE CITY ENDEAVORS TO PROMULGATE WRITTEN SPECIFICATIONS THAT ARE ACCURATE AND NONRESTRICTIVE FOR BIDDING PURPOSES, THEY MAY ALSO REFERENCE AN ITEM BY MANUFACTURER'S NAME AND NUMBER. BIDDERS ARE CAUTIONED THAT IN THE EVENT OF A DISCREPANCY THEREIN, OR THAT THE MATERIALS BEING OFFERED DIFFER FROM THAT DESCRIBED, SUCH DIFFERENCE MUST BE TIMELY QUESTIONED OR NOTED IN THE BID IN ORDER THAT FAIR EVALUATION MAY BE PERFORMED. ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS.

NOTE 4:

THE SUCCESSFUL BIDDER WILL BE REQUIRED WITHIN FIFTEEN CALENDAR DAYS OF AWARD DATE, TO PROVIDE ANY AND ALL LOCAL, STATE, AND FEDERAL LICENSES, APPROVALS, PERMITS, AUTHORIZATIONS AND/OR CERTIFICATIONS WHICH WOULD BE APPLICABLE FOR ALL SERVICES TO BE RENDERED DURING THE TERM OF THE AGREEMENT.

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Application of Pavement
Markings to City Streets

NOTE 5:

IF YOU ARE NOT THE SUCCESSFUL BIDDER AS THE PRIME SUPPLIER, WOULD YOU BE WILLING TO SERVE AS A STANDBY (SECONDARY) SUPPLIER UNDER THE TERMS AND CONDITIONS AND PRICING OF YOUR BID?

YES_____NO_____

THE STANDBY (SECONDARY) SUPPLIER WOULD BE AWARDED WORK ONLY IF THE PRIME SUPPLIER WAS UNABLE OR UNAVAILABLE TO PERFORM THE SERVICES.

NOTE 6:

DO NOT CHANGE OR OTHERWISE ALTER THE QUANTITY OR UNIT DESIGNATIONS ON THESE PRICING PAGES. YOUR UNIT PRICE BID AND TOTAL EXTENSIONS MUST CORRESPOND TO THESE DESIGNATIONS. EACH LINE ITEM WILL BE EXTENDED AS INDICATED (QUANTITY X UNIT PRICE).

NOTE 7:

THE QUANTITIES LISTED IN THIS SOLICITATION ARE ESTIMATED QUANTITIES FOR BID EVALUATION PURPOSES ONLY. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THESE QUANTITIES AS REQUIRED. IT IS UNDERSTOOD BY ALL BIDDERS THAT THE CITY IS NOT OBLIGATED TO PURCHASE ANY MINIMUM OR MAXIMUM AMOUNT DURING THE LIFE OF A CONTRACT RESULTING FROM THIS SOLICITATION. ANY SUCH RESULTING CONTRACT SHALL BE NON-EXCLUSIVE, AND THE CITY MAY PROCURE THE GOODS LISTED IN SAID CONTRACT FROM OTHER SOURCES.

NOTE 8:

BID PRICES SHALL REMAIN FIRM FOR THE ENTIRE CONTRACT PERIOD UNLESS OTHERWISE CHANGED BY AN AMENDMENT. ANY AMENDMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. SUCH AMENDMENTS MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF ORLANDO'S PURCHASING AND MATERIALS MANAGEMENT DIVISION TO BE VALID, BINDING, AND ENFORCEABLE. HOWEVER, SHOULD THE AWARDED VENDOR OF A CONTRACT RESULTING FROM THIS SOLICITATION SELL AN ITEM LISTED IN THIS CONTRACT TO ANOTHER CUSTOMER AT A LOWER PRICE THAN THE PRICE LISTED IN THIS CONTRACT, SAID AWARDED VENDOR SHALL ALSO EXTEND THAT SAME DISCOUNTED PRICE TO THE CITY.

**SPECIFICATIONS FOR APPLICATION OF
PAVEMENT MARKINGS TO CITY STREETS**

Scope of Work:

The Contractor will be responsible for furnishing roadway markings, striping and brick texture surfacing for City of Orlando Traffic Engineering Division. The orders will be placed on an as needed basis in accordance to the terms and conditions of the Contract Documents.

Qualifications:

Contractor shall submit a list of equipment that will be utilized in the application of markings, and a list of projects that have been completed within the last (12) months. The list shall include customer contact person and telephone number.

Work Orders:

- a. Whenever pavement markings are required, the City of Orlando will issue a Work Order for the same, describing in detail the Work Order number, names of the streets, the location, material, and types of markings needed, and the expected starting and ending times for the project.
- b. Regular Operations: must respond with five (5) days.
- c. Emergency Work Orders: respond within eight (8) hours and complete work within twenty four (24) hours.

NOTE: Failure to do so, may result in a penalty at the discretion of the City.

- d. All project management striping activities will be coordinated by the Traffic Operations Engineer or his designee. Contractor will perform the task in accordance with Work Orders originated by the Traffic Operations Engineer.
- e. In case of multiple Work Orders, the relative priorities of each Work Order will be determined by the Traffic Operations Engineer or designee. Contractor will be required to follow the priority schedules.
- f. The invoice for the Work Order will be paid only after the final inspection and acceptance.

Specific Requirements for Materials, Application and Pricing:

The work will include application of approved specified material to new and existing pavement surfaces including layout when needed. In case of existing pavement markers, Contractor is expected to remove the raised marking and/or paints, and this cost must be included in the price quoted. No additional charges for removal will be allowed.

Quoted unit prices will be used to estimate total invoice costs based on number of markings in each Work Order. Prices quoted by the Contractor shall be the installed unit price including the cost for traffic control, barricades, cones, labor and materials. Unit prices are to remain constant if additional quantities are requested. Must meet the requirements of Sections 710 and 711 "Florida's Roadway and Traffic Design Standards Handbook."

Equipment:

Pre-formed, thermoplastic and paint pavement markings each type will require equipment that has been designed specifically for that purpose. Contractor shall either have such equipment in possession or be able to rent it. To adequately perform the job in good quality, and in the required time duration, Contractor must use different equipment for different type of markings. All cost for equipment (rental or owned) must be included in the unit prices quoted. Reference form titled "Equipment List" as attached A. "Florida's Roadway and Traffic Design Standards Handbook."

Certification:

To insure complete understanding of standards, phases of construction and review of plans, all contractors are required (upon request) to show proof of certification of person/persons at the supervisory level that have successfully completed the I.M.S.A (International Municipal Signal Association) "Work Zone Safety" and a minimum Signs and Markings Level II completion of the A.T.S.S.A. (American Traffic Safety Services Association) "Construction Work Zone Supervisor" course, "Florida's Roadway and Traffic Design Standards Handbook" or a combination.

Standards:

All markings are to conform to the most current City of Orlando standards and the most recent issue of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" along with the most current issue of "Florida's Roadway and Traffic Design Standards Handbook."

Highway Delineators:

The Contractor will furnish and install object markers and highway delineators, with supporting posts, of the types and at the locations called for in the plans. Highway delineators consist of a reflector, or reflective sheeting permanently adhered to sheet aluminum or plastic, mounted to delineator post. Must meet the requirements of "Florida's Roadway and Traffic Design Standards Handbook" and FDOT Standard Specifications for Road and Bridge Construction 2007:

Reflective Pavement Markers:

The work specified in this section consist of furnishing an installing reflectorized pavement markers and removing pavement markers at locations designed in the plans for by Work Order request. The work shall be done in accordance with these specifications and the details shown in the plans or Work Order request.

Type – The markers shall be STIMSONITE 911 E of the following types only (manufactures' specifications apply) or FDOT QPL:

- a. Yellow bi-directional reflective face
- b. Yellow mono-directional reflective face
- c. Red/White bi-directional reflective face
- d. White-directional reflective face
- e. Blue

Meet the requirements of Section 970 of the FDOT Standard Specifications for Road and Bridge Construction 2007.

Adhesive:

- a. Bituminous (as per section 706 of the FDOT Standard Specifications for Road and Bridge Construction 2007.
- b. Epoxy Resin (2 part mixture) or manufacturers specifications apply.

Temporary Striping:

All striping shall be in paint or temporary tape of acceptable quality. The temporary striping shall be installed in accordance with the latest Federal, State and City standards in compliance with the requirements of the MUTCD, latest edition, the FDOT standards, latest edition, and City Standards. See FDOT 600-series Design Standards. FDOT Standard Specifications for Road and Bridge Construction 2007: Tape will generally be used on the final pavement surface when striping is to change prior final markings application and paint will be used in all other cases.

Permanent Striping:

All permanent striping, materials shall be painted, thermoplastic, or preformed (cold) plastic, as specified in the Work Order. The material used shall meet the latest Federal, State and City standards as specified in this contract. All work shall be performed in accordance with the requirements of the MUTCD, latest edition, the Florida Department of Transportation Standards, latest edition, and City of Orlando Standards. Use only permanent markings materials listed on the Qualified Products List (QPL), meeting the requirements of Section 710, 970 and 971 FDOT Standard Specifications for Road and Bridge Construction 2007:

- | | |
|---|-------------------------|
| a. Raised Retro-reflective Pavement Markers and Bituminous adhesive | Section 970 |
| b. Waterborne paint | Section 971-1 and 971-3 |
| c. Fast Dry Solvent Paint | Section 971- and 971-4 |
| d. Glass Spheres | Section 971-1 and 971-2 |

Maintenance of Existing Striping:

The Contractor shall begin work within five (5) working days and shall complete work within fourteen (14) working days from the date of the Work Order. Must meet the requirements of Section 710 and 711 FDOT Standard Specifications for Road and Bridge Construction 2007.

Debris, Dirt, Grass, Etc:

It is the responsibility of the Contractor to clear debris, dirt, grass, etc. from the edge line prior to edge line markings installation. Must meet the requirements of "Florida's Roadway and Traffic Design Standards Handbook"

Corrections and Deficiencies:

All corrections and deficiencies must be taken care of by the Contractor. Must meet the requirements of Section 700-8 and 711-8, FDOT Standard Specifications for Road and Bridge Construction 2007.

Emergency Striping:

Contractor shall respond to emergency request from the City of Orlando within eight (8) hours, and complete the requested work within twenty four (24) hours of notification. Emergency conditions may include, but are not limited to the following conditions:

- a. Temporary Striping using paint, tape or (cold) material
- b. School Zones in paint, thermoplastic or preformed (cold) material
- c. No Passing Zones in paint or thermoplastic
- d. Stop bars in paint, thermoplastic, or preformed (cold) plastic
- e. Crosswalks in paint, thermoplastic, temporary tape and performed (cold) plastic

Delays:

The Contractor shall immediately notify the City Traffic Engineer or his designee of any delays, followed by a written notification of the delay and cause(s) of delay, with a copy of the Work Order. The City of Orlando reserves the right to cancel the Work Order to pursue an alternative method of implementation, if needed. Under non-emergency conditions, additional work days may be authorized by the City of Orlando due to unforeseen delays, for circumstances beyond the Contractor's control, including, but not restricted to, acts of God or negligence by another Contractor.

Lane Closure:

A lane closure is permitted only with prior consent of the City of Orlando Transportation Engineering Department, Traffic Control Manager. Please contact the Street and Lane Closure line (407) 246-3704 72 hours prior to the start of any phase of work to request Street, Lane or Sidewalk closure authorization. The hours of operation must be approved by the City of Orlando Traffic Control Manager.

The City of Orlando, Traffic Control Manager reserves the right to restrict lane closures times in order to minimize the impact to the traveling public.

The City of Orlando reserves the right to require additional devices and/or changes to the traffic control plan based upon changing traffic conditions. Must meet the requirements of Section 102 "Florida's Roadway and Traffic Design Standards Handbook" and FDOT Standard Specifications for Road and Bridge Construction 2007: Payment for temporary traffic control is included in the cost of the pavement markings and delineators included in the task order.

Brick Texture Surfacing & Asphalt Stamping:

Description: Stamping a pattern into the asphalt surface and applying a colored surface coating treatment. The pattern and color of the stamped asphalt shall be specified on the Project Drawings.

Adhesive:

The City of Orlando requires Method Three for all adhesive. Methods One and Two may be used with prior approval of the City of Orlando Traffic Engineer, FDOT Standard Specifications for Road and Bridge Construction 2007.

- a. Bituminous (as pre-section 706-7.2 of the FDOT Standard Specification for road and Bridge Construction 2007.
- b. Epoxy Resin (2 part mixture). Manufacturers' specifications apply
- c. Thermoplastic using the puddle method for reflective pavement markings (RPM) installation with like color thermoplastic.

Water Blasting:

The City of Orlando has a total of 291,984 lf of brick throughout the City. Water blasting must be utilized when removing pavement markings from Portland cement concrete and brick pavement. Must meet the requirements of Sections 710 and 711 "FDOT Standard Specifications for Road and Bridge Construction 2007".

Compliance To Specifications:

1. All markings are to conform to the most current City of Orlando Standards and "Florida Department of Transportation Standard Specification for Road and Bridge Construction" along with the most current issue of "Florida's Roadway and Traffic Design Standards Handbook".
2. All traffic control striping must be illustrated and located on final engineering plans or Work Orders which incorporates the MUTCD and the City of Orlando Standards.
3. Striping to conform to Roadway and Traffic Design Standard Index No. 17344 and 17346.
4. During all construction and installation of markings the Work Zone shall be signed in accordance with the "Manual Uniform Traffic Control Devices", and 600 Series FDOT Index.
5. Lane closure must be approved by the City of Orlando Transportation Engineering Department Traffic Operations Manager.
6. It is the responsibility of the Contractor to clear debris, dirt, grass, etc.

END OF SECTION

**"NO BID" RESPONSE
TO
INVITATION TO BID**

CITY OF ORLANDO, FLORIDA
PURCHASING AND MATERIALS MANAGEMENT DIVISION
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando, Florida
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

We have received Invitation To Bid No. **BI09-2507**, opening at **3:00 p.m., Local Time, City of Orlando, Florida**, on **Wednesday, August 26, 2009**.

Reason for not bidding: _____

BY:

Signature

Name & Title, Typed or Printed

Company Name

**Annual Agreement for Application of Pavement
Markings to City Streets**

INVITATION TO BID # BI09-2507

GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone for a sealed bid cannot be accepted. A Telegram Bid may be accepted only at the discretion of and with prior approval of the Director of Purchasing.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.
 - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 58-12-94438-54C and is also stipulated on all our Purchase Orders.
 - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
 - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
 - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
 - g) **INVOICING and PAYMENT:** The supplier shall be paid upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando Director of Purchasing shall be final and binding on both parties.
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order which may result from this bid.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Director of Purchasing, City of Orlando

SPECIAL CONDITIONS

1. RECEIPT OF BIDS - DUE DATE:

- a. **Sealed bids in an original and one (1) copy** shall be submitted to the Office of the Director of Purchasing no later than **3:00 p.m., Local Time, City of Orlando, Florida on Wednesday, August 26, 2009**. Bids will not be accepted after this time and date.
- b. Each bid shall be submitted in a sealed envelope prior to the time established for opening of bids, and the envelope shall be marked with the bid number, title of the bid, and bid opening date.
- c. If submitted by mail, the envelope shall be enclosed in another envelope addressed to the Director of Purchasing. If submitted otherwise than by mail, it shall be delivered to the Office of the Director of Purchasing.
- d. Sealed bids are to be addressed as follows for either mail or hand delivery:

Rhonda Scott, C.P.M., CPPO, FCN
Purchasing and Materials Management Division Manager
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue - Fourth Floor
P.O. Box 4990
Orlando, Florida 32802-4990

- e. Bids submitted by mail must be received in the Office of the Director of Purchasing by the time specified herein for the opening thereof.

2. WITHDRAWAL OF BIDS:

Bidders may withdraw a bid after it has been deposited with the Purchasing Office any time prior to the stipulated time for opening the bids.

3. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, and service reputation of the bidder, in determining the most advantageous bid.

4. BIDDER'S CERTIFICATION FORM:

EACH BIDDER SHALL COMPLETE THE "BIDDER'S CERTIFICATION" FORM INCLUDED WITH THIS INVITATION TO BID.

THE FORM MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC WITH NOTARY SEAL AFFIXED ON THE DOCUMENT.

THE FAILURE OF A BIDDER TO INCLUDE THIS DOCUMENT WITH THEIR BID SUBMITTAL WILL BE CAUSE FOR REJECTION OF THE BID.

5. AMENDMENTS:

It is the Bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

If you have downloaded this bid from the Internet, please ensure that you also download all such addenda.

The failure of a Bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

6. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please fill out and return the attached "NO BID" form.

7. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

8. PERIOD OF OFFER VALIDITY:

Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

9. FAMILIARITY WITH SITE CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work, shall in no way relieve him from any obligations with respect to his bid.

10. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the Agreement and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

11. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

12. AWARD OR REJECTION OF BIDS:

The contract will be awarded to the lowest most responsive and responsible bidder complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it. The Director of Purchasing reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Director of Purchasing also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Director of Purchasing:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.

- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be required or secured.

13. **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- a. To ensure fair consideration for all bidders, the City prohibits communication to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, the city prohibits communications initiated by a bidder to **any** City Official or employee evaluating or considering the bidder (**up to and including the Mayor and City Council**), prior to the time an award decision has been made. Any communication between bidder and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder **shall** be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future proposal.
- b. Any questions relative to interpretation of specifications or the bid process, shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.
- c. It will be the responsibility of the bidder to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

d. Direct inquiries to:

Karen Elzy, C.P.M., Purchasing Agent III
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2368
Fax (407) 246-2869
Website: <http://www.cityoforlando.net>
Email: Karen.Elzy@cityoforlando.net

14. BIDDER'S SIGNATURE:

Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

In the case of a Partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Department at (407) 246-2291 for further clarification. Strict adherence to criteria outlined above is of the utmost importance in finalization of agreements awarded to successful bidders.

15. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options bid, based on price deemed to be in the best interests of the City.

16. SUBMITTAL OF BIDS:

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid.

If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

17. BID TABULATION:

Bidders may request copies of the Bid Tabulation documents in person or by sending a stamped, self-addressed envelope with the bid.

18. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando website at www.cityoforlando.com for current bid and award information, prior to and after the scheduled opening date of a solicitation. Bidders may also contact the Purchasing and Materials Management Division in accordance with the instructions provided herein.

19. APPLICABLE LAW

This Invitation to Bid is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: <http://www.cityoforlando.net/admin/purchasing/chapter7.htm>. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

20. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, and who maintain the regular business hours of 8 a.m. to 5 p.m., Monday through Friday, except for City holidays.

The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the Agreement.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

21. PRE-BID CONFERENCE:

A pre-bid conference will be held for review of job site and to discuss pertinent questions-answers, etc. Any additions to specifications derived from the pre-bid conference will be addressed in the form of a bid amendment to all bidders.

22. FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to accept the Agreement as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the Director of Purchasing may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

23. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

24. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid.

25. EXECUTION OF AGREEMENT:

The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Purchasing and Materials Management Division, enter into a contract with the City on forms as included within the bidding documents for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

26. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

27. FLORIDA PROMPT PAYMENT ACT:

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or Contract number as supplied by the City; and
- e. an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

28. **BIDDERS WARRANTY:**

The Bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

29. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded vendor, the submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these bids, and make 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 ordered and received by it and no agency assumes any liability by virtue of this bid.

30. **INSURANCE/PERFORMANCE BONDS:**

"Insurance and Performance Bond coverage required by the Agreement (Section VI, Sub-section F) and the Special Conditions (Item 40) respectively, must be in force throughout the Contract term. Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

31. **DRUG-FREE WORKPLACE CERTIFICATION:**

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

32. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing and Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida 32802-4990, telephone (407) 246-2291, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

33. PURCHASING CARDS:

City of Orlando has implemented a Purchasing Card Program to streamline our procurement process. In order to expedite payments to our suppliers, we are using The Bank of America VISA Purchasing Card rather than the traditional Field Purchase Order.

By making purchases with the Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting our Purchasing Card. Some of the identified supplier benefits of this Program are:

- Payment within 48-72 hours
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increase sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards.

Payments made to the successful bidder or proposer of this solicitation process will quite possibly be by use of a VISA Purchasing Card. Therefore, it is imperative that vendors doing business with the City accept VISA.

The City's Purchasing Card system is controlled by the magnetic strip on the back of the card. This magnetic strip will provide needed accounting information to the City and will also restrict the use of the card to certain suppliers and limits set by the City. A magnetic strip card reading terminal is necessary to perform this function. If you already accept VISA, you probably have such a terminal. If you do not accept VISA, please contact any bank that offers the VISA program.

34. LIVING WAGE POLICY:

All covered service contractors, as well as their subcontractors, shall pay to all of their employees providing services pursuant to a contract with the City, a living wage for the time spent providing covered services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) “Living wage” means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service contractor shall allow the City to audit (at service contractor’s place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts. This provision shall apply to all bid and proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one-contract year. As for multiple award contracts (contract award which will be divided among several contractors), at the point when the City has expended \$100,000.00 on that contract in any one contract year, regardless of whether such expenditure was to one contractor or several contractors, then the living wage provision shall apply to all contractors who are a party to that award. For those contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter.

To further clarify, the Living Wage policy does not apply to part time employees, nor the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City’s Living Wage Policy.

35. RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Invitation to Bid or Request for Proposal is by a vendor whose principal place of business is in a county which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such county, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the county in which the most responsive and responsible vendor has its principal place of business.

36. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City. Vendor / Contractor agrees to provide / rent / sell / lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Vendor / Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

37. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, proposals or qualification statements to award the work described herein to more than one responsive bidder, proposer or respondent. In such case, by the terms of the final Agreement entered into with the City for the work or by a separate written notice from the City, the City shall designate one or more of the bidders, proposers or respondents selected for award as the primary provider(s) and the remaining providers selected for award as secondary or alternate providers. In such cases where an award is made to more than one responsive bidder, proposer or responder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

38. SUBCONTRACTORS:

The Contractor shall have the right to employ subcontractors provided, however, that the Contractor shall: 1) inform the City as to what particular services the subcontractors shall be employed to do; 2) inform the City as to what extent (what percentage) of the total Project Services each subcontractor shall be employed to do; 3) be solely responsible for the performance of all of its subcontractors including, but not limited to, their maintenance of schedules and performance of services, and the resolution of all contract disputes; 4) terminate the use and services of any subcontractors upon receipt of written notice from the City (which may be made for the City's convenience); 5) promptly replace each such terminated subcontractor with a subcontractor of comparable experience and expertise; 6) cause a subcontractor to remove any employee(s) from a Project at the City's request (again for the City's convenience); 7) assure that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise.

It is also understood that the City does not, by accepting a subcontractor, warrant or guarantee the reliability or effectiveness of their services.

Work Outside Scope and Time of Payment: The City shall have no obligation to reimburse the Contractor for the services of any subcontractor not previously made known to the City, or that are otherwise outside of the Scope of the Project unless and until the City has given written approval of such reimbursement.

The City shall have no liability or obligation to the Contractor for services rendered by a subcontractor agreement, and the Contractor also agrees to pay all such subcontractors for Project-related services within thirty (30) calendar days after the Contractor's receipt of payment, from the City, for work performed by the subcontractors, unless such payment is disputed by the Contractor, and the City receives written notice thereof.

Sub-Contractor Agreements: The Contractor shall provide the City with a copy of their standard sub-contractor Agreement, and shall inform all subcontractors that all services performed under their respective sub-contracts shall strictly comply with all terms and provisions of the Agreement between the City and the Contractor. The Contractor shall also furnish the City, upon demand, a copy of all subcontractor Agreements.

The Contractor shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

The Contract with the City shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor, and in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section. To the extent feasible, the provisions of the Contract with the City shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall not make any subcontractor a party to the Contract with the City, nor a third party beneficiary thereof.

39. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the final agreement or purchase order. Unless otherwise expressly provided in the final agreement or purchase order, in the event of any conflict between the terms of the final agreement or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the final agreement or purchase order, followed by the solicitation, and then the response to the solicitation.

40. PROVIDING PERFORMANCE AND PAYMENT BOND:

In accordance with Florida Section 255.05(1)(a), Florida Statutes, a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a building or public works project. The City reserves the right to waive the requirement at any time for any contract of \$200,000.00 or less.

Accordingly, if the amount bid by the successful bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the successful bidder's bid or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any contract resulting from this solicitation. No work shall be done prior to the delivery of a bond meeting the requirements of this Section to the City.

In the event that the successful bid amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not limited to increased quantities or usage or extension or renewal, the value of the contract exceeds (or may reasonably be expected to exceed) \$200,000.00 as determined by the City. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their bid. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bonds to reflect the new or extended period and increased value of the contract within fifteen (15) days of extension or renewal.

The failure by Contractor to submit any conforming bond when required by this Section shall constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect at least until one (1) year after the date of substantial completion of the entire work assigned to Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety (ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

**ANNUAL AGREEMENT FOR APPLICATION OF
PAVEMENT MARKINGS TO CITY STREETS**

THIS AGREEMENT ("Agreement"), effective as of the ____ day of _____, 200__, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the Work as defined in the Invitation to Bid and amendments, if any, the Invitation to Bid and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part hereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on _____ and ending on _____. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

III. COMPENSATION

The Contractor agrees to provide the services, equipment and materials as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum.

IV. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

All invoices shall be directed to the Accounts Payable Section, City of Orlando, P.O. Box 4990, Orlando, Florida, 32802-4990.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY AGREEMENT NUMBER AS STATED HEREIN.

V. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

VI. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights.

Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Agreement may be terminated by the Director of Purchasing, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2. The Director of Purchasing has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
3. Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Director of Purchasing or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of the Agreement prices.
4. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

C. Termination for Convenience

The Director of Purchasing may terminate the Agreement for convenience with advance written notice to the Contractor.

In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively.

Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the City Director of Purchasing may at his discretion, cancel this Agreement for the convenience of the City.

F. Indemnification and Insurance:

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement.

2. Insurance

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a.) Commercial General Liability Insurance:

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the City, protecting and insuring against all the foregoing with coverage limits of not less than Five-Hundred Thousand Dollars (\$500,000) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance:

Automobile Liability coverage shall be in the minimum amount of Three-Hundred Thousand Dollars (\$300,000) per occurrence combined single limits for Bodily Injury and Property Damage.

(c.) Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

(d.) **Insurance Certificates:**

The Contractor shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

G. Acceptance

The City will be deemed to have accepted the Work after the Director of Purchasing is notified by the using Department of its satisfaction that the Work is completed.

The Work under this Agreement shall remain the property of the Contractor until the City accepts it. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Safety Measures

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the Workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the Work site.

M. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement. If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, he shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the Director of Purchasing, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.

No claim for extra work will be considered valid by the City unless first submitted in writing.

N. Familiarity With The Work

The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Director of Purchasing.
- B. Assignment of this Agreement shall not be made without the advance written consent of the Director of Purchasing.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Director of Purchasing or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.
- G. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- H. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.
- I. This Agreement is considered a non-exclusive Agreement between the parties.
- J. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

- K. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- L. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- M. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- N. The City's Director of Purchasing or his written designee shall have authority to act on behalf of the City in matters related to this Agreement, including but not limited to the sending and receiving of any notices required hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PURCHASING AND MATERIALS
MANAGEMENT DIVISION
CITY OF ORLANDO, FLORIDA

CONTRACTOR

By: _____
Director of Purchasing

By: _____
Signature

RAY ELWELL
Name, Typed or Printed

Name & Title, Typed or Printed

Date: _____, 2009

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Area Code/Telephone Number

Date: _____, 2009

SEAL

CITY ATTORNEY
ORLANDO, FLORIDA

**ATTEST: (Signature of second corporate official
if applicable)**

Signature

Name & Title, Typed or Printed

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ and _____, as the _____ and _____, respectively, and on behalf of _____. He/she/they (is) (are) personally known to me or (has) (have) produced _____

(Type of Identification*) as identification and (did) (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2009.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

Title/Rank of Person Taking Acknowledgment

*Acceptable Form of ID pursuant to Florida Statute 117.05 (provided it is current or has been issued within the past 5 years and bears a serial or other identifying number):

- a driver's license or non-driver's ID card issued by Florida or any other U.S. state or U.S. territory;
- a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;
- a U.S. military ID card;
- a for an inmate in custody, an ID card issued by the Florida Department of Corrections;
- Canadian or Mexican driver's license issued by an official agency;
- an ID card issued by the U.S. Immigration and Naturalization Service.

EXHIBIT "A"
INVITATION TO BID

EXHIBIT "B"

**SUCCESSFUL CONTRACTOR'S BID
AND ANY AMENDMENTS THERETO**