

# 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: August 4, 2009

BID NO: BI09-2568

OPENING DATE: September 1, 2009

## BUSINESS NAME & ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS IS NOT  
AN ORDER**

### ANNUAL AGREEMENT FOR EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICE AT VARIOUS LOCATIONS

Bids will be opened and publicly read aloud at the Purchasing & 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 **1<sup>st</sup>** day of **September, 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 & 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 & 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  
EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND  
REPAIR SERVICE AT VARIOUS LOCATIONS**

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 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](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 & 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 & Materials Management Division 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 & 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 & 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.

**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**

**Tuesday, August 18, 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**.

**PRE-BID CONFERENCE ATTENDANCE NOTIFICATION**

A **Non-Mandatory** Pre-Bid Conference will be held **City of Orlando, Purchasing & Materials Management Division, 400 S. Orange Avenue, 4<sup>th</sup> Floor, Orlando, FL 32802 on Tuesday, August 18, 2009 at 10:00 a.m., Local Time, City of Orlando, Florida.**

**Please return this form by: Monday, August 17, 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 30, 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. INVITATION TO BID PRICING PAGES (18)

**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.

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

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

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

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

<b>Project #5:</b>	
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 - 5<sup>th</sup> 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. \_\_\_\_\_

## INVITATION TO BID

**You are invited to Bid on the following:**

Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
			<p>The Contractor is to provide Emergency Generator Preventative Maintenance and Repair Services to the City Facilities, Wastewater Division, and the Orlando Centroplex Division, in accordance with the attached Specification consisting of eighteen (18) pages at the rates as specified herein:</p> <p style="text-align: center;"><b><u>THE CITY HAS NO COMPLETE LISTING WHICH COORDINATES THE MODEL NUMBER TO THE UNITS SPECIFIED IN THE INVITATION TO BID.</u></b></p> <p style="text-align: center;"><b><u>Preventative Maintenance Semi-Annual Services,</u></b></p> <p style="text-align: center;"><b><u>Existing Equipment</u></b></p> <p><b><u>IMPORTANT NOTES:</u></b></p> <p style="margin-left: 40px;">A. For semi-annual and annual requirements review Specifications, Section 7.0</p> <p style="margin-left: 40px;">B. Contractors quoted price <u>must include</u> the services involved in <u>both "A" and "B"</u> as specified above.</p>		

## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
<b><u>PREVENTATIVE MAINTENANCE SERVICE:</u></b> <b><u>SEMI-ANNUAL MAINTENANCE</u></b> <b><u>Facilities Division</u></b>					
1.	2	Per Yr.	Fire Station #1 FM #146, 105 KW – Caterpillar 439 S. Magnolia Ave., Orlando, Florida	\$ _____	\$ _____
2.	2	Per Yr.	Fire Station #2 FM #72, 65 KW - Generac 700 W. Central Blvd., Orlando, Florida	\$ _____	\$ _____
3.	2	Per Yr.	Fire Station #3 FM #73, 100 KW - Tradewinds 2406 N. Elizabeth Ave., Orlando, Florida	\$ _____	\$ _____
4.	2	Per Yr.	Fire Station #4 FM #147, 100 KW - Olympian 900 N. Fern Creek Ave., Orlando, Florida	\$ _____	\$ _____
5.	2	Per Yr.	Fire Station #5 FM #167, 55 KW - Spectram 1818 S. Orange Ave., Orlando, Florida	\$ _____	\$ _____
6.	2	Per Yr.	Fire Station #6 FM #148, 125 KW - Tradewinds 3113 E. Robinson Street, Orlando, Florida	\$ _____	\$ _____
7.	2	Per Yr.	Fire Station #7 FM #204, 15 KW - Onan 671 S. Goldwyn Ave., Orlando, Florida	\$ _____	\$ _____
8.	2	Per Yr.	Fire Station #8 FM #378, 75 KW - Caterpillar 6651 Shoal Creek Dr., Orlando, Florida	\$ _____	\$ _____
9.	2	Per Yr.	Fire Station #9 FM #71, 45 KW - Generac 3700 Bryn Mawr St., Orlando, Florida	\$ _____	\$ _____
10.	2	Per Yr.	Fire Station #10 FM #203, 75 KW - Generac 5665 Vineland Road, Orlando, Florida	\$ _____	\$ _____
11.	2	Per Yr.	Fire Station #11 FM #166, 30 KW - Onan 4911 Curry Ford Road, Orlando, Florida	\$ _____	\$ _____
12.	2	Per Yr.	Fire Station #12 FM #599, 150 KW-Onan 1588 Park Center Drive, Orlando, Florida	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
13.	2	Per Yr.	Fire Station #13 FM #2105,75 KW-Magna Plus 3465 5 <sup>th</sup> Street, Orlando, Florida	\$ _____	\$ _____
14.	2	Per Yr.	Fire Station #14 FM #874, 200 KW-Generac 5450 S. Econlockhatchee Trail, Orlando, Florida	\$ _____	\$ _____
15.	2	Per Yr.	Fire Station #15 FM #909, 200 KW-Generac 10199 Narcoossee Rd., Orlando, Florida	\$ _____	\$ _____
16.	2	Per Yr.	Fire Station #16 FM #911, 200 KW-Generac 12375 Lake Nona Gateway Rd., Orlando, Florida	\$ _____	\$ _____
17.	2	Per Yr.	Fire Station #17 FM #912, 200 KW-Generac 3691 Millenia Blvd., Orlando, Florida	\$ _____	\$ _____
18.	2	Per Yr.	Downtown Parking Garage FM #270, 250 KW - Cummins 53 W. Central Blvd., Orlando, Florida	\$ _____	\$ _____
19.	2	Per Yr.	Orlando Police Headquarters Parking Garage FM #546 30 KW – Kohler 150 S. Hughey Ave., Orlando, Florida	\$ _____	\$ _____
20.	2	Per Yr.	Streets and Drainage, Maintenance Complex, Woods St. Garage FM #363, 125 KW – Kohler 1020 S. Woods St., Orlando, Florida	\$ _____	\$ _____
21.	2	Per Yr.	Streets and Drainage, Administration Building FM #568, 75 KW - Generac, 1010 S. Woods Street, Orlando, Florida	\$ _____	\$ _____
22.	2	Per Yr.	Orlando Police HDQRS FM #5, 1250 KW - Cummins 100 S. Hughey Ave., Orlando, Florida	\$ _____	\$ _____
23.	2	Per Yr.	Library Parking Garage FM #553, 150 KW - Kohler 110 Central Blvd., Orlando, Florida	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
24.	2	Per Yr.	Pershing Microwave, FM #165, 80 KW - Cummins 5959 Pershing Ave, Orlando, Florida	\$ _____	\$ _____
25.	2	Per Yr.	O.P.H. Lot Microwave #008, FM #008, 80 KW – Cummins 100 S. Hughey Ave, Orlando, Florida	\$ _____	\$ _____
26.	2	Per Yr.	Wastewater Microwave #009, FM #009, 80 KW – Cummins 5100 L.B. McLeod Rd., Orlando, Florida	\$ _____	\$ _____
27.	2	Per Yr.	Administration Parking Garage FM #003, 60 KW- Olympian 300 Liberty Street, Orlando, Florida	\$ _____	\$ _____
28.	2	Per Yr.	Courthouse Garage FM #060, 600 KW- Cummins 46 E. Amelia St., Orlando, Florida	\$ _____	\$ _____
29.	2	Per Yr.	Jefferson Garage FM #1110, 250 KW- Cummins 62 Jefferson St., Orlando, Florida	\$ _____	\$ _____
30.	2	Per Yr.	Orlando Operations Center FM# 2108, 800 KW Caterpillar – 110 North Andes Avenue, Orlando, Florida	\$ _____	\$ _____
31.	2	Per Yr.	Facilities Complex, Building H., FM#600 500KW, Caterpillar – 1014 S. Westmoreland Dr., Orlando, Florida	\$ _____	\$ _____
32.	2	Per Yr.	Pineloch Station, FM#2160, 40KW - Generac 99 West Pineloch Ave., Orlando, Florida	\$ _____	\$ _____
33.	2	Per Yr.	Sign & Signal Shop FM#183, 80 KW - Terex 1214 S. Westmoreland Dr., Orlando, Florida	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**



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**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
<b><u>Orlando Centroplex Division</u></b>					
34.	2	Per Yr.	Bob Carr Performing Arts Centre, FM701, 25 KW – Kohler 401 W. Livingston St., Orlando, Florida	\$ _____	\$ _____
35.	2	Per Yr.	Orlando Arena, FM700, 1250 KVA - Cummins 480 Amelia Ave., Orlando, Florida	\$ _____	\$ _____
36.	2	Per Yr.	Florida Citrus Bowl, FM704, 150 KW - Caterpillar 1610 W. Church Street, Orlando, Florida	\$ _____	\$ _____
37.	2	Per Yr.	Florida Citrus Bowl, FM704, 90 KW - Onan 1610 W. Church Street, Orlando, Florida	\$ _____	\$ _____
38.	2	Per Yr.	Florida Citrus Bowl, FM704, 90 KW - Onan 1610 W. Church Street, Orlando, Florida	\$ _____	\$ _____
<b><u>Wastewater Division Administration Complex and Plants</u></b>					
39.	2	Per Yr.	50 KW, LPG Power Guard, #1323 5100 L.B. McLeod Rd., Orlando	\$ _____	\$ _____
40.	2	Per Yr.	55 KW, LPG Onan, #1335 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
41.	2	Per Yr.	22 KW, LPG, Power Guard, #1339 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
42.	2	Per Yr.	50 KW, Diesel, Power Guard, #4055 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
43.	2	Per Yr.	50 KW, Diesel, Magnetek, #4876 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

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**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
44.	2	Per Yr.	200 KW, Diesel, Cummins, Stationary Bldg. FM-522 5100 L.B. McLeod Rd., Orl.,	\$ _____	\$ _____
45.	2	Per Yr.	26 KW, Diesel, Godwin, #7552 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
46.	2	Per Yr.	26 KW, Diesel, Godwin, #7556 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
47.	2	Per Yr.	26 KW, Diesel, Godwin, #7558 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
48.	2	Per Yr.	26 KW, Diesel, Godwin, #7559 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
49.	2	Per Yr.	26 KW, Diesel, Godwin, #7560 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
50.	2	Per Yr.	26 KW, Diesel, Godwin, #7561 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
51.	2	Per Yr.	30 KW, Diesel, Detroit Allison, #7673 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
52.	2	Per Yr.	65 KW, Diesel, Godwin, #7553 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
53.	2	Per Yr.	65 KW, Diesel, Godwin, #7550 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
54.	2	Per Yr.	65 KW, Diesel, Godwin, #7554 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
55.	2	Per Yr.	65 KW, Diesel, Godwin, #7555 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
56.	2	Per Yr.	65 KW, Diesel, Godwin, #7557 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
57.	2	Per Yr.	100 KW, Diesel, Godwin, #7562 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
58.	2	Per Yr.	250 KW, Diesel, Godwin, #7563 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
59.	2	Per Yr.	6600 W, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
60.	2	Per Yr.	6600 KW, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
61.	2	Per Yr.	6600 W, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
62.	2	Per Yr.	6600 W, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
63.	2	Per Yr.	6600 W, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
64.	2	Per Yr.	6600 W, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
65.	2	Per Yr.	6600 W, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____
66.	2	Per Yr.	6600 W, Gasoline, Yamaha 5100 L.B. McLeod Rd., Orlando,	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
67.	2	Per Yr.	Water Conserv I, 1250 KW, Diesel, Caterpillar 11401, Boggy Creek Rd., Orlando,	\$ _____	\$ _____
68.	2	Per Yr.	Water Conserv I, 1250 KW, Diesel, Caterpillar 11401, Boggy Creek Rd., Orlando,	\$ _____	\$ _____
69.	2	Per Yr.	Water Conserv I, 1200 KW Propane, Onan 11401, Boggy Creek Rd., Orlando,	\$ _____	\$ _____
70.	2	Per Yr.	Water Conserv II, Orlando, 1200 KW, Diesel, Caterpillar 5420 L.B. McLeod Rd.,	\$ _____	\$ _____
71.	2	Per Yr.	Water Conserv II, Orlando, 1200 KW, Diesel, Caterpillar 5420 L.B. McLeod Rd.,	\$ _____	\$ _____
72.	2	Per Yr.	Water Conserv II, Orlando, 1200 KW, Diesel, Caterpillar 5420 L.B. McLeod Rd.,	\$ _____	\$ _____
73.	2	Per Yr.	4000 W, Gasoline, Vanguard 25155 Wheeler Rd., Christmas, FL.,	\$ _____	\$ _____
74.	2	Per Yr.	2800 KW Diesel, Detroit Diesel 601 Iron Bridge Circle, Oviedo, FL, Iron Bridge –	\$ _____	\$ _____
75.	2	Per Yr.	2800 KW Diesel, Detroit Diesel 601 Iron Bridge Circle, Oviedo, FL, Iron Bridge –	\$ _____	\$ _____
76.	2	Per Yr.	2800 KW Diesel, Detroit Diesel 601 Iron Bridge Circle, Oviedo, FL, Iron Bridge –	\$ _____	\$ _____
77.	2	Per Yr.	1200 KW Diesel, Cummins Diesel 601 Iron Bridge Circle, Oviedo, FL, Iron Bridge –	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

<b>You are invited to Bid on the following:</b>	Annual Agreement for Emergency Generator Preventative Maintenance and Repair Services at Various Locations
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Item No.	Quantity	Unit	Description	Unit Price	Total
<b><u>Wastewater Division -Lift Stations</u></b>					
78.	2	Per Yr.	LS#1, 1300 E. South St., 500 KW, Diesel, Caterpillar	\$ _____	\$ _____
79.	2	Per Yr.	LS#2, 1000 N. Garland, 155 KW, Diesel, Onan	\$ _____	\$ _____
80.	2	Per Yr.	LS#3, 1200 Lakeshore Dr., 155 KW, Diesel, Cummins	\$ _____	\$ _____
81.	2	Per Yr.	LS#4, 820 Ferncreek Ave., 155 KW, Diesel, Caterpillar	\$ _____	\$ _____
82.	2	Per Yr.	LS#5, 1820 W. Gore St., 250 KW, Diesel, Caterpillar	\$ _____	\$ _____
83.	2	Per Yr.	LS#6, 1050 Lancaster Dr., 40 KW, LP, Generac	\$ _____	\$ _____
84.	2	Per Yr.	LS#7, 1300 E. South St., 600 KW, Diesel, Caterpillar	\$ _____	\$ _____
85.	2	Per Yr.	LS#10, 3640 Spaulding Rd., 30 KW, LP, Generac	\$ _____	\$ _____
86.	2	Per Yr.	LS#11, 3612 Wilts St., 30 KW, LP, Generac	\$ _____	\$ _____
87.	2	Per Yr.	LS#12, 71 Alder Ave., 365 KW, Diesel, Cummins	\$ _____	\$ _____
88.	2	Per Yr.	LS#15, 1224 Dorchester Ave., 26 KW, Diesel, Godwin	\$ _____	\$ _____
89.	2	Per Yr.	LS#16, 6201 Appian Way, 25 KW, LP, Generac	\$ _____	\$ _____
90.	2	Per Yr.	LS#17, 4028 Pelican Lane, 20 KW, LP, Generac	\$ _____	\$ _____
91.	2	Per Yr.	LS#18, 701 Miller St., 35 KW, LP, Generac	\$ _____	\$ _____
92.	2	Per Yr.	LS#19, 1001 S. Crystal Lake Dr., 55 KW, LP, Spectrum Detroit Diesel	\$ _____	\$ _____
93.	2	Per Yr.	LS#20, 1021 W. Par Ave., 30 KW, LP, Spectrum Detroit Diesel	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

<b>You are invited to Bid on the following:</b>	Annual Agreement for Emergency Generator Preventative Maintenance and Repair Services at Various Locations
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Item No.	Quantity	Unit	Description	Unit Price	Total
94.	2	Per Yr.	LS#21, 3940 Lake Sara Dr., 20 KW, LP, Kohler	\$ _____	\$ _____
95.	2	Per Yr.	LS#22, 1201 Romano Lane, 20 KW, LP, Spectrum Detroit	\$ _____	\$ _____
96.	2	Per Yr.	LS#23, 6250 Augusta National Dr., 150 KW, Spectrum Detroit Diesel	\$ _____	\$ _____
97.	2	Per Yr.	LS #26, 632 Herndon Ave., 50KW, LP Spectrum Detroit Diesel	\$ _____	\$ _____
98.	2	Per Yr.	LS#27, 950 S. Semoran Blvd., 20 KW, LP, Spectrum Detroit Diesel	\$ _____	\$ _____
99.	2	Per Yr.	LS#28, 2700 Gulfstream Rd., 50 KW, LP, Generac	\$ _____	\$ _____
100.	2	Per Yr.	LS#29, 5998 Precision Dr., 600 KW, Diesel, Cummins	\$ _____	\$ _____
101.	2	Per Yr.	LS#33, 2914 E. Washington St., 20 KW, LP, Spectrum Detroit Diesel	\$ _____	\$ _____
102.	2	Per Yr.	LS#34, 6506 Lake Underhill Dr., 20 KW, LP, Spectrum Detroit Diesel	\$ _____	\$ _____
103.	2	Per Yr.	LS#38, 2650 W. Colonial Dr., 20 KW, LP, Generac	\$ _____	\$ _____
104.	2	Per Yr.	LS#40, 3427 Lipscomb Place, 20 KW, LP, Spectrum Detroit Diesel	\$ _____	\$ _____
105.	2	Per Yr.	LS#41, 3500 Silver Star Rd., 50 KW, LP, Spectrum Detroit Diesel	\$ _____	\$ _____
106.	2	Per Yr.	LS#42, 2105 Aaron Ave., 20 KW, LP, Onan	\$ _____	\$ _____
107.	2	Per Yr.	LS#43, 3121 Seabrook Ave., 50 KW, LP, Detroit Diesel	\$ _____	\$ _____
108.	2	Per Yr.	LS#44, 597 Primrose Ave., 60 KW, LP, Detroit Diesel	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative Maintenance and Repair Services at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
109.	2	Per Yr.	LS#45, 900 Fairvilla Rd., 500 KW, Diesel, Caterpillar	\$ _____	\$ _____
110.	2	Per Yr.	LS#46, 712 McGuire Blvd., 35 KW, LP, Detroit Diesel	\$ _____	\$ _____
111.	2	Per Yr.	LS#49, 4560 Curry Ford Rd., 125 KW, Diesel, Caterpillar	\$ _____	\$ _____
112.	2	Per Yr.	LS#55, 5290 International Dr., 155 KW, Diesel, Onan	\$ _____	\$ _____
113.	2	Per Yr.	LS#57, 1340 Coretta Way, 30 KW, LP, Onan	\$ _____	\$ _____
114.	2	Per Yr.	LS#69, 1547 S. Oxalis Ave., Englewood, 350 KW, Diesel, Cummins	\$ _____	\$ _____
115.	2	Per Yr.	LS#70, 370 Andes Ave, 175 KW, Diesel, Cummins	\$ _____	\$ _____
116.	2	Per Yr.	LS#71, 898 Marabon, 35 KW, LP, Detroit Diesel	\$ _____	\$ _____
117.	2	Per Yr.	LS#85, 3915 Lake Orlando PKWy, 350 KW, Diesel, Cummins	\$ _____	\$ _____
118.	2	Per Yr.	LS#90, 5101 North Lane, 45 KW, Diesel, Allis Chalmers	\$ _____	\$ _____
119.	2	Per Yr.	LS#93, 4310 Shader Rd. (W. of Mercy Dr.), 90 KW, Caterpillar	\$ _____	\$ _____
120.	2	Per Yr.	LS#95, 5450 Commander Dr., 125 KW, Diesel, Caterpillar	\$ _____	\$ _____
121.	2	Per Yr.	LS#104, 7020 Augusta National Dr., 125 KW, Diesel, Generac	\$ _____	\$ _____
122.	2	Per Yr.	LS#107, 4798 Semoran Blvd., 100 KW, Diesel, Caterpillar	\$ _____	\$ _____
123.	2	Per Yr.	LS#111, 916 Hiawasse Rd., 100 KW, Diesel, Caterpillar	\$ _____	\$ _____
124.	2	Per Yr.	LS#112, 2062 Hiawasse Rd., Metro West, 100 KW, Diesel, Caterpillar	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Services at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
125.	2	Per Yr.	LS#115, 641 West Concord St., 100 KW, Diesel, Cummins	\$ _____	\$ _____
126.	2	Per Yr.	LS#117, 7001 Shadowridge, 100 KW, Diesel, Caterpillar	\$ _____	\$ _____
127.	2	Per Yr.	LS#122, 6544 Corporate Center Blvd., 85 KW, Diesel, Katolight	\$ _____	\$ _____
128.	2	Per Yr.	LS#124, 9203 Boggy Creek Rd., 75 KW, LP, Winco	\$ _____	\$ _____
129.	2	Per Yr.	LS#138, 8901 Dowden Rd., 175 KW, Diesel, Cummins	\$ _____	\$ _____
130.	2	Per Yr.	LS#139, 6655 Central Florida Greenway, 600 KW, Diesel, Caterpillar	\$ _____	\$ _____
131.	2	Per Yr.	LS#143, 4253 Millenia Blvd., 125 KW, Diesel, Perkins	\$ _____	\$ _____
132.	2	Per Yr.	LS#149, 999 Lake Baldwin Lane at Fox St., 215 KW, Diesel, Cummins	\$ _____	\$ _____
133.	2	Per Yr.	LS#162, 9391 Lake Nona Blvd., 100 KW, Diesel, Cummins	\$ _____	\$ _____
134.	2	Per Yr.	LS#165, 1807 Fairview Shores Dr., 20 KW Diesel, Cummins	\$ _____	\$ _____
135.	2	Per Yr.	LS#166, 6822 Market Place Dr., 150 KW, Diesel, Spectrum Detroit	\$ _____	\$ _____
136.	2	Per Yr.	LS#186, 5203 Millenia Blvd. "The Place at Millenia", 60 KW, Diesel Spectrum Detroit	\$ _____	\$ _____
137.	2	Per Yr.	LS#201, 8777 Daetwyler at Binnacle Way, 65 KW, LP, Detroit Diesel	\$ _____	\$ _____
138.	2	Per Yr.	LS#214, 5948 Cargo Rd, 60 KW, Triton Deere	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**



## INVITATION TO BID

**You are invited to Bid on the following:** Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Services at Various Locations

Item No.	Quantity	Unit	Description	Unit Price	Total
139.	2	Per Yr.	LS#215, 3689 Express St., 100 KW, Diesel, Spectrum	\$ _____	\$ _____
140.	2	Per Yr.	LS#248, 900 Bennett Rd., 350 KW, Diesel, Onan	\$ _____	\$ _____
141.	2	Per Yr.	LS#249-1, 7901 E. Colonial Dr., 1500 KW, Diesel, Caterpillar	\$ _____	\$ _____
142.	2	Per Yr.	LS#249-2, 7901 E. Colonial Dr., 1500 KW, Diesel, Caterpillar	\$ _____	\$ _____
<b><u>Wastewater Division -Wetlands</u></b>					
143.	2	Per Yr.	Wetlands Park – 25155 Wheeler Road, Christmas, FL, 7 KW, LP – Generac	\$ _____	\$ _____
144.	2	Per Yr.	Wetlands Park – 25155 Wheeler Road, Christmas, FL, 7 KW, LP – Generac	\$ _____	\$ _____
145.	2	Per Yr.	Wetlands Park – 25155 Wheeler Road, Christmas, FL, 1.8 KW, Gas – Suburu	\$ _____	\$ _____
146.	2	Per Yr.	Wetlands Park – 25155 Wheeler Road, Christmas, FL, 4 KW, Gas – NTE	\$ _____	\$ _____
147.	2	Per Yr.	Wetlands Park – 25155 Wheeler Road, Christmas, FL, 16 KW, LP – Generac	\$ _____	\$ _____
<b>TOTAL (this page)</b>				\$ _____	
<b>TOTAL BID FOR PREVENTATIVE MAINTENANCE (ITEMS 1-147):</b>				\$ _____	

## INVITATION TO BID

<b>You are invited to Bid on the following:</b>	Annual Agreement for Emergency Generator Preventative Maintenance and Repair Services at Various Locations
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Item No.	Quantity	Unit	Description	Unit Price	Total
<b><u>Preventative Maintenance Semi-Annual and Annual Services- Additional Equipment Section 7.0</u></b>					
148.	2	Per Yr.	0-75 KW – All makes & models	\$ _____	\$ _____
149.	2	Per Yr.	76-125 KW – All makes & models	\$ _____	\$ _____
150.	2	Per Yr.	126 – 250 KW -- All makes & models	\$ _____	\$ _____
151.	2	Per Yr.	251 – 500 KW – All makes & models	\$ _____	\$ _____
152.	2	Per Yr.	501 – 1000 KW --- All makes & models		
153.	2	Per Yr.	1000 KW and over -- All makes & models	\$ _____	\$ _____
<b><u>THE FOLLOWING PRICES ARE FOR ANNUAL MAINTENANCE:</u></b>					
154.	1	Per Yr.	0-75 KW – All makes & models	\$ _____	\$ _____
155.	1	Per Yr.	126- 250 KW – All makes & models	\$ _____	\$ _____
156.	1	Per Yr.	251 – 500 KW – All makes & models	\$ _____	\$ _____
157.	1	Per Yr.	501 – 1000 KW – All makes & models	\$ _____	\$ _____
158.	1	Per Yr.	1000 KW and over – All makes and models	\$ _____	\$ _____
<b><u>General Services and Repair Services</u></b>					
Hourly rate to perform repairs or general services involving the listed emergency generators, or fire pumps is as follows:					
159.	1	Per Hour	<u>Straight Time</u> Hourly Rate -- Monday thru Friday, 8 AM to 5 PM, Local Time, City of Orlando, Florida	\$ _____	\$ _____

**Total (this page) \$ \_\_\_\_\_**

## INVITATION TO BID

<b>You are invited to Bid on the following:</b>	Annual Agreement for Emergency Generator Preventative Maintenance and Repair Services at Various Locations
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Item No.	Quantity	Unit	Description	Unit Price	Total
160.	1	Per Hour	<p style="text-align: center;"><b><u>OVERTIME REPAIR SERVICE</u></b></p> <p><u>Overtime</u> is defined as being between the hours of 5:01 pm through 7:59 am, Monday thru Friday and any time Saturday, Sunday or during City holidays defined herein. All times are Local Time, City of Orlando, Florida</p> <p>“Labor Time Guide” as defined in Note #6 (below) Time Labor Guide to be used: _____</p>	\$ _____	\$ _____
161.	\$10,000		<p><b>PARTS:</b>  <b>PARTS FURNISHED BY THE CONTRACTOR SHALL BE AT THE CONTRACTOR’S ACTUAL COST PLUS A PERCENTAGE MARKUP. EVIDENCE OF ACTUAL COSTS SHALL BE REQUIRED THROUGH SUBMITTAL OF ACTUAL INVOICES. (The unit price in the next column is 100% plus the mark-up.) (For example, if mark-up is 10%, the Unit Price would be 100%+10% and the last column would be \$10,000 X 110% = \$11,000.)</b></p> <p><b>THE BID AMOUNTS SPECIFIED HEREIN ARE FOR FIXED PRICE WORK, WHICH SHALL INCLUDE ALL PRICES FOR PARTS, EQUIPMENT, LABOR AND MATERIAL REQUIRED TO PERFORM THE WORK SPECIFIED IN THIS INVITATION TO BID. PRICING TO INCLUDE ALL PARTS, LABOR AND EQUIPMENT FOR THE REMOVAL, REPAIR/RECONDITIONING AND RE-INSTALLATION OF GENERATORS IN THE ORIGINAL SITE.</b></p>	100% + _____	\$ _____
<b>TOTAL BID FROM EXTRA WORK (ITEMS 148-161)</b>				\$ _____	
<b>Total (this page)</b>				\$ _____	
<b>GRAND TOTAL OF ALL ITEMS BID</b>				\$ _____	

## INVITATION TO BID

**You are invited to Bid on the following:**

Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Services at Various Locations

**NOTE 1:**

**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.**

**NOTE 2:**

**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.**

**NOTE 3:**

**INVOICING: THE CONTRACTOR IS TO SUBMIT A SEPARATE INVOICE FOR EACH CITY FACILITY.**

**EACH INVOICE IS TO SPECIFY ALL CHARGES (I.E., HOURS WORKED AT SPECIFIC RATES AND SPECIFIC MATERIALS UTILIZED FOR REPAIR OF EQUIPMENT WITH COST AND MARK-UP). NO FIXED PRICE INVOICING IS ALLOWED. INVOICES ARE TO GIVE THE EXACT LOCATION OF GENERATOR(S) SERVICES AND PERSON(S) WHO REQUESTED SERVICE IF NOT SCHEDULED PM'S.**

**NOTE 4:**

**THE CITY RESERVES THE RIGHT TO MAKE, IF DEEMED IN THE CITY'S BEST INTEREST A DUAL AWARD, A PRIMARY CONTRACT AND A SECONDARY CONTRACT. THE CITY WILL ATTEMPT TO USE THE PRIMARY CONTRACT FIRST, IF UNSUCCESSFUL, THE SECONDARY CONTRACT BE CALLED FOR SERVICE. IF THE PRIMARY CONTINUALLY FAILS TO RESPOND, THEIR CONTRACT WILL BE SUBJECT TO TERMINATION.**

**WOULD YOU BE WILLING TO BE CONSIDERED AS A SECONDARY CONTRACTOR?**

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ INITIALS

## INVITATION TO BID

**You are invited to Bid on the following:**

Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Services at Various Locations

**NOTE 5 – AMENDMENTS:**

**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 & MATERIALS MANAGEMENT DIVISION TO BE VALID, BINDING, AND ENFORCEABLE.**

**NOTE 6:**

**IN ADDITION TO HOURLY RATES (Line #159 & 160), THE BIDDER SHALL IDENTIFY ON THE SPACE INDICATED ON THE BID PROPOSAL FORM, THE “LABOR TIME GUIDE” TO BE USED FOR GENERATOR REPAIR AND/OR PREVENTATIVE MAINTENANCE. NO CHANGE IN THE “LABOR TIME GUIDE” SHALL BE ACCEPTED DURING THE CONTRACT TERM.**

**NOTE 7:**

**THE WARRANTY PERIOD FOR ALL GENERATOR REPAIRS AND PREVENTATIVE MAINTENANCE SHALL BE A MINIMUM OF TWELVE (12) MONTHS, PARTS AND LABOR. WARRANTIES FOR ALL COMPLETELY REBUILT GENERATORS SHALL BE FOR THIRTY-SIX (36) MONTHS, PARTS AND LABOR.**

**NOTE 8:**

**THE MAJORITY OF SITES ARE UNMANNED. WASTEWATER DIVISION PERSONNEL PROVIDES ACCESS AVAILABILITY AS SPECIFIED BELOW. ALL WORK ON CITY PROPERTY IS TO BE SCHEDULED WITH THE USING DEPARTMENT/DIVISION PRIOR TO ENTRY.**

# INVITATION TO BID

**You are invited to Bid on the following:**

Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Services at Various Locations

**THE WASTEWATER DIVISION FACILITIES ARE MANNED AS FOLLOWS:**

**7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY**

(3) 11401 BOGGY CREEK ROAD, ORLANDO, FLORIDA (WATER CONSERV I)

(6) 25155 WHEELER RD, LK CHRISTMAS, FLORIDA (WASTEWATER DIVISION – WETLANDS)

**7:00 – 11:00 PM, 7-DAYS A WEEK**

(33) 5100 L.B. McLEOD ROAD, ORLANDO, FLORIDA (WASTEWATER ADMINISTRATION COMPLEX)

**24-HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR**

(6) 601 IRON BRIDGE CIRCLE, OVIEDO, FLORIDA (IRON BRIDGE RWRF)

(3) 5420 L.B. McLEOD RD., ORLANDO, FLORIDA (WATER CONSERV II WRF)

**UNMANNED**

**65 ALL LIFT STATIONS**

WASTEWATER DIVISION LIFT STATIONS, KEYS WILL BE PROVIDED TO THE CONTRACTOR AFTER RECEIVING TRAINING ON PROPER PROCEDURES FOR ENTERING LIFT STATIONS. KEYS WILL NOT BE ISSUED FOR THE MAJORITY OF SITES.

1. FOB Point Delivered Only

2. Terms of Payment Net 30

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

**SPECIFICATIONS FOR EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICE AT VARIOUS LOCATIONS**

**1.0 SCOPE OF WORK**

The Contractor shall provide preventive maintenance services (semi-annual & annual) to emergency generators located at various City locations within the jurisdictions of the City's Facilities Management Division, Waste Water Division, the Orlando Venues, and other City departments. In addition, Contractor shall also provide both routine repairs and emergency repairs to the same set of generators when requested by the above departments, in a reliable and timely manner to ensure the proper functioning of the equipments. On site response & evaluation must be initiated within 24 hours of notification. A list of these generators is provided in the Invitation to Bid Pricing Pages.

The City reserves the right to have any generators repaired by others. This action will not waive or void any of the terms and conditions contained in the Agreement.

**2.0 CONTRACTOR QUALIFICATIONS (refer to Questionnaire page 39)**

- A. Contractor must maintain complete parts and service facilities on a 24-hour/ 365 day basis, located within 25 miles of Orlando City Hall.
- B. Contractor must maintain a professional call center that knows the availability and schedule of all the technicians in order to dispatch a technician quickly to respond to an emergency call.
- C. Contractor must have a very broad range of experience on the service of diesel engines ranging from 1 KW to 3000 KW.
- D. Contractor must be factory authorized and certified to repair the City's generators still currently under warranty.
- E. Contractor must have all power generation field service technicians' instructor trained by a nationally recognized generator set manufacturer and have at least four senior power generation field service technicians with a minimum of 10 years of experience each.

**3.0 REPAIR SERVICES**

- A. The Contractor shall repair all generators in accordance with the manufacturers technical data (including tolerances, calibrations and specifications) and industry standards.
- B. All replacement parts or materials shall meet or exceed the manufacturers specifications and, when possible, shall be OEM parts and materials.
- C. All work shall conform to the latest NEMA Standards and NFPA Sections 70 and 110.

- D. The Contractor shall properly dispose of used/contaminated lubricants and filters. The Contractor shall provide to the City upon request, a copy of a standard form of transportation manifest showing that all used/ contaminated lubricants and filters are being properly handled and disposed.
- E. The Contractor shall provide the manufacturer's standard warranty for all parts used and a 90-day warranty on labor for each repair and preventive maintenance performed.
- F. The Contractor shall provide a thirty-six (36) month warranty, parts and labor, for completely rebuilt generators.

#### 4.0 **ESTIMATES FOR REPAIR**

- A. The Contractor shall inspect and evaluate each piece of equipment within 72 hours after notification to determine if the unit can be economically repaired. If the total cost of repairs exceeds 50% of the replacement cost of the equipment, the Contractor shall notify the City by phone with a written memorandum to follow as confirmation within ten (10) hours from 1) pickup by the Contractor, 2) delivery to the Contractor's facility by the City or 3) review at the City's facility by the Contractor. The City shall make the decision and notify the Contractor whether or not to proceed with repairs.

If the City decides not to proceed with repairs, the Contractor upon request by the City shall either return equipment to the City's facility within forty-eight (48) hours or dispose of equipment as directed by city staff.

- B. If cost overruns occur from the **original** repair estimate for specific problems given by the Contractor, those shall be absorbed by the Contractor unless the damage was in an area not specifically mentioned in the original repair estimate, or, unless waived by the City. It is the contractor's responsibility to ensure that all potential problems were checked before giving his/her original repair estimate.
- C. All costs incurred by the City for the third and subsequent rework cycles will be charged to the Contractor, if within warranty period.
- D. If the Equipment is found to repeatedly require rework after having been previously repaired, the Agreement is subject to termination by the City.
- E. If the Contractor is unable to repair and return equipment back in service within the time requirements specified herein, a "loaner" piece of equipment shall be provided at no additional cost to the City. Comment regarding Wastewater Division Only : The Wastewater Division does not require the Contractor to provide any loaner equipment (temporary generators and/or automatic transfer switches) for un-repairable equipment, however it does expect the Contractor to keep it informed as to the operating status of their generators so they can plan accordingly.



**5.0 PICKUP AND DELIVERY**

- A. The Contractor shall provide free pickup and delivery of all equipment to be repaired at the Contractor's facility. If it is not feasible to transport the equipment to the Contractor's facility, then at the city's discretion, repairs shall be performed at the specified City facility. No additional charges will be paid for pick up and delivery.
- B. The Contractor shall pickup equipment for repair within twenty four (24) hours from receiving verbal notification by the City. Under emergency conditions the Contractor shall commence with repairs within three (3) hours from receiving verbal notification by the City.
- C. The City will be responsible for the removal and replacement of equipment when feasible for the initial repair and for a second time if rework is required due to faulty repair by the Contractor.

**6.0 SCHEDULES FOR REPAIRS**

- A. Specific schedules must be adhered to, for different types of repairs such as Routine Repairs, Major Repairs, and Emergency Repairs.
- B. Routine Repairs: When designated by the City, shall be completed within five (5) working days from pickup by the Contractor or delivery to the Contractor's facility by the City.
- C. Major Repairs: The Contractor shall commence major repairs on the equipment within twenty four (24) hours from pickup by the Contractor or delivery to the Contractor's facility by the City when first approved by the City.  
  
A firm commitment for completion date must also be given by the Contractor, which shall not exceed ten (10) working days from the date of the pickup.
- D. Emergency Repairs: The Contractor shall commence with emergency repairs within two (2) hours from verbal notification by the City. Emergency repairs shall be completed within forty (48) hours. Contractor shall provide emergency repair service either in the field or at the Contractor's facility on a twenty four (24) hours a day, seven (7) days a week, including holidays when requested by the City.
- E. The Agreement is subject to immediate termination if the repairs are not completed within the time frame specified. The Division Manager requesting the repair or his designee may waive the termination provision specified herein on a case-by-case basis.

## 7.0 **PREVENTIVE MAINTENANCE SERVICES**

In general, all equipment shown in the Invitation to Bid Pricing Pages must be serviced with preventive maintenance services on a semi-annual basis, or two services a year. The items to be serviced and checked during the preventive maintenance are mentioned in the list below. In addition to these, there are also some other items of service that must be completed once a year, or on an annual basis, on all equipment. A separate list of such items is also listed below. Contractor is responsible to provide all equipment, materials, and consumables needed to carry out services described below at no additional cost to the City.

- A. **Preventive Maintenance:** The Contractor shall commence the preventative maintenance program on the equipment within ten (10) working days of being awarded the Contract.
- B. The Contractor shall provide to the City a written schedule for the preventative maintenance (PM) of the equipments, taking into consideration the existing conditions and the prior maintenance schedules, within ten (10) days of being awarded the contract. The contractor will begin work upon receiving City's approval on the proposed PM schedule. The City requires at least five (5) calendar days of notice for all planned & scheduled PM work, and at least twenty four (24) hours notice for all tests it must be present at.
- C. **Semi Annual Preventative Maintenance Items:**

The following preventive maintenance services must be performed on all the equipment listed in Invitation to Bid Pricing Pages on a semi-annual basis.

1. Cooling System:
  - a) Check water hoses (leaks, condition, and connections)
  - b) Check radiator/heat exchanger (blockage, damage, leaks)
  - c) Check drive belts (condition, adjust as needed)
  - d) Check fan (lube bearing, condition, cracks)
  - e) Check operation of coolant heaters (adjust)
  - f) Check coolant level/antifreeze protection (add as needed)
  - g) Check and record DCA concentration
  - h) Check Water pump (leaks)
  - i) Check thermostat
2. Fuel System:
  - a) Check for leaks (hose condition, connections)
  - b) Check fuel transfer pump(leaks, operation)
  - c) Check governor (linkage, operation, adjustment)
  - d) Check daytank (operation, leaks, water, sludge)
  - e) Drain water separator (sediments)

- f) Replace fuel filters once a year
  - g) Check fuel storage tanks for water and sludge levels, check gauge operations and leaks.
3. Turbo System:
- Check turbo system components
4. Intake Exhaust:
- a) Visual check piping (leaks, restrictions, conditions)
  - b) Check crankcase breather (clean if needed)
  - c) Check hydraulic governor (add oil if needed)
  - d) Check Oil Sample
5. Electric System:
- a) Check batteries (fluid level, condition, and operation)
  - b) Battery voltage drop when starting
  - c) Check connections (clean, tighten as needed)
  - d) Check and record battery charger operation
  - e) Check electrolyte level (add as needed)
  - f) Check battery specific gravity and record
  - g) Clean and dress battery terminals
  - h) Check and record starting ability (starter amp draw)
  - i) Visual check of engine wiring (shorts, breaks)
  - j) Megger all generator sets and record readings (not required for wastewater)
  - k) Check voltage using a recording instrument (BMI)
  - l) Test the following safeties:
    - OVERSPEED                       OVERCRANK
    - LOW OIL PRESSURE     HIGH WATER TEMP.
    - LOW WATER TEMP.     LOW WATER LEVEL
    - LOW FUEL LEVEL         OTHERS
  - m) Check Winding Heaters
  - n) Check Frequency and adjust if necessary
6. Lubricating:
- a) Visually check for oil leaks
  - b) Check oil level (add if needed)
  - c) Check injection pump
  - d) Visually check oil filter
  - e) Check Engine Oil Level
  - f) Check governor oil (add if needed)

- g) Check and lubricate governor linkage
7. Transfer Switch:
- a) Check calibration of meters
  - b) Check annunciates
  - c) Check and clean mechanical contacts
  - d) Test transfer switch (load only with City's approval)
  - e) Check timers and adjust to customers needs
  - f) Run unit under customers load (with customer approval)
  - g) Check wiring connection (tighten as needed)
  - h) Check generator feed breaker

**NOTE: THE CONTRACTOR'S RESPONSIBILITY ENDS AFTER THE TRANSFER SWITCH AND IT'S RELATED CONNECTIONS.**

8. Electrical Components:
- For machines with commutator contact manufacturer's representative to observe condition.
9. Operational Test: Notify City before starting test
- a) Load test (Building Load Only), until machine reaches operating water temperature, and stabilizes for a 15- minute period.
    - \* Amp per leg
    - \* Voltage per leg
    - \* Hertz
    - \* Oil temperature
    - \* Water temperature
    - \* KW meter
    - \* Fuel pressure
  - b) Clock Exerciser
  - c) Delay start
  - d) Delay cool down
  - e) Delay retransfer
10. General Reporting Requirements:
- a) Equipment room clutter
  - b) Ventilation fans/louvers
  - c) Hazardous materials or EPA conditions
  - d) Safety hazards

D. **Annual Preventative Maintenance Items:**

The following preventive maintenance service items must be performed on all equipment on an annual basis.

1. All of the items mentioned in Semi Annual Section above.
2. In addition, perform the following on all equipment:
  - a. A complete lube oil analysis involving sending a sample out for laboratory analysis
  - b. Change lube oil
  - c. Replace all air filters
  - d. Replace all oil filters
  - e. Replace all fuel filters

**8.0 RECORDS**

- A. The Contractor shall keep an up-to-date record of all materials used and all readings taken during the course of the preventive maintenance service cycle specified in section 6.0 of this specification. These records shall be kept on magnetic media and be compatible for use with Excel for Windows. A copy of all records shall be submitted to the City in both hard copy and disk form upon completion of each preventative maintenance cycle. All records shall be kept in the same format. City will also in the future accept electronic copy via e-mail.
- B. In addition to a hard-copy, the Contractor will provide a copy of every service receipt that has been completed in ADOBE ACROBAT Portable Document Format (.pdf) via electronic mail.

**9.0 USE OF PREMISES**

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, and debris from, and about the premises as well as all tools, equipment, and surplus materials, and leave the site clean and ready for occupancy by the City of Orlando.

**10.0 PERMITS, LICENSES, CERTICATES**

Contractor must possess all required professional licenses (federal, state, county, local) in up to date status. Contractor must procure all permits needed to perform the job at his/her own cost.

**11.0      SAFETY AND PROTECTION**

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

The Contractor shall restore to their original condition, those portions of the site not designated for repair by the Contract Documents.

**END OF SECTION**

**QUESTIONNAIRE**

(Section 2.0. **CONTRACTOR QUALIFICATIONS**)

	<b><u>QUESTION</u></b>	<b><u>COMPLY YES</u></b>	<b><u>NO</u></b>
1.	Is your Parts Center within 25 miles from City Hall?		
2.	Do you have a Call Center that is available 24/7/365, and knowledgeable of the schedule of all technicians?		
3.	Is the Contractor's range of experience of service for diesel engines from 1- KW through 3,000-KW		
4.	Are your field service technicians factory authorized and certified to repair the City's generators currently under warranty?		
5.	Are your field service technicians' instructor trained by a nationally recognized generator-set manufacturer with a minimum of ten (10) years experience?		

**"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. **BI09-2568**, opening at **3:00 p.m., Local Time, City of Orlando, Florida**, on **Tuesday, September 1, 2009**.

Reason for not bidding: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name & Title, Typed or Printed  
\_\_\_\_\_  
Company Name



**Annual Agreement for Emergency Generator Preventative  
Maintenance and Repair Service at Various Locations**

**INVITATION TO BID # BI09-2568**

**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 twelve (12) copies** shall be submitted to the Office of the Director of Purchasing no later than **3:00 p.m., Tuesday, September 1, 2009, Local Time, City of Orlando, FL** . 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  
Office of Purchasing and Materials Management  
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. "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.

**3. 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.**

4. **AMENDMENTS:**

**IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE OFFICE OF PURCHASING AND MATERIALS MANAGEMENT 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.**

5. **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 opening 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 Office of Purchasing and Materials Management prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

d. Direct inquiries to:

Bernadette Hitchins, Purchasing Agent  
City of Orlando  
Office of Purchasing and Materials Management  
City Hall at One City Commons  
400 South Orange Avenue - Fourth Floor  
P.O. Box 4990  
Orlando, Florida 32802-4990  
(407) 246-2307  
Fax (407) 246-2869  
Website: <http://www.cityoforlando.net>  
Email: [Bernadette.Hitchins@cityoforlando.net](mailto:Bernadette.Hitchins@cityoforlando.net)

**6. 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.

**7. BIDDER'S SIGNATURE:**

When the Bidder executes its agreement with the City, if the Bidder is a corporation, it should be signed by the President or two other corporate officers. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such resolution must clearly state that the person signing the agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the appropriate corporate official. Failure to submit sufficient documentation to establish the signatory's authority 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 Office of Purchasing 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.

8. **PREPARATION OF BIDS:**

Bidders shall submit bids using the Invitation to Bid forms provided by the Purchasing Office. Each bidder shall state in his bid, without interlineations, alterations, or erasures, a unit price written in ink figures/typewritten for each of the separate items called for in the Invitation.

Bidders are requested to fill out the "Total Price" column and total their bids so that the results of the bidding, barring possible arithmetical errors, will be known at once. Any errors in computation will be corrected by the Director of Purchasing when the bids are canvassed. In cases of error between the unit price and its extension, the unit price shall govern.

9. **OPENING OF BIDS:**

Bids will be received until the date and time stated in this Invitation to Bid and will be publicly opened and read at the place, time, and date stated. No responsibility will attach to the Purchasing Office for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the opening of the bids.

10. **IRREGULAR BIDS:**

Bids made on other than the documents furnished by the Purchasing Office may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation To Bid may render the bid irregular and may cause rejection.

11. **RIGHT TO ACCEPT OR REJECT BIDS:**

The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City may require.

12. **CORRECTION OR WITHDRAWAL OF BIDS:**

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; **provided, however, the Director of Purchasing shall have the authority to waive minor irregularities.**

13. **EVALUATION OF BID AWARD:**

The City reserves the right to award the Agreement 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.

**14. 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 canceled, 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.

**15. AWARD OF AGREEMENT:**

As soon as practicable after opening the bids, the Agreement will be awarded by the Director of Purchasing to the lowest responsive and responsible bidder, or the bids may be rejected subject to the discretion of the Director of Purchasing. The bid as submitted shall serve as the final Agreement acceptance document.

**16. AGREEMENT ALTERATIONS:**

No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by the Director of Purchasing.

**17. WARRANTY:**

Bidder warrants that all equipment, materials and workmanship furnished whether furnished by bidder or its sub-suppliers, will comply with its and the City's specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design and workmanship and free from defects or failure.

**18. SUBMITTAL OF PRICE SCHEDULES/REFERENCE MATERIALS:**

Bidder must furnish with his bid package, complete and current price schedules on all material and all applicable parts cross reference sheets. Failure to provide same with the bid may be cause for rejection of the bid.

**19. 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.

**20. ITEM IDENTIFICATION:**

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 brand name is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other than articles specified by the City 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 vendor/contractor after award and before manufacture 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.

**21. ACCEPTANCE OF MATERIALS/SERVICES:**

The material and/or services provided under the contract shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials/services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense.

**22. BID TABULATION:**

Bidders may request copies of the Bid Tabulation documents in person or by sending a stamped, self-addressed envelope to the Office of Purchasing, City Hall at One City Commons, 400 S. Orange Avenue, Orlando, Florida, 32801, within two weeks after opening date, specifying the bid number in their request.

**23. AWARDS:**

As the best interest of the City 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 and all bids, or to waive any informality or technicality in bids received.

**24. 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.

**25. 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.

**26. AUTOMATED ORDER ENTRY SYSTEM:**

Bidder should furnish with his bid package details of any automated order entry system available for use by the City.

**27. COMMUNICATIONS REGARDING EVALUATION OF BIDS:**

To ensure the proper and fair evaluation of bids, the City of Orlando prohibits communications initiated by a bidder to the City Official or employee evaluating or considering the bids prior to the time a bid 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 may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

**28. RETURN OF MERCHANDISE:**

The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date.

All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

**29. BID INFORMATION:**

It is incumbent on the bidder to check the City of Orlando website at [www.cityoforlando.com](http://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 Office of Purchasing in accordance with the instructions provided herein.

**30. 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.

**31. QUANTITIES:**

The item quantities listed on the Invitation To Bid sheet are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

**32. 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.

**33. 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.

**34. 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.

**35. EXECUTION OF AGREEMENT:**

The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Office of Purchasing and Materials Management, 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.

**36. 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.

**37. FLORIDA PROMPT PAYMENT ACT:**

A. 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:

1. 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);
2. the amount due, applicable discount(s), and the terms thereof;
3. 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;
4. the Purchase Order or Contract number as supplied by the City; and
5. 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, Orlando, Florida, 32801.

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.

B. 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 Office of Purchasing and Materials Management 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.

38. **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.

39. **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.

40. **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.

**41. 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.

**42. AMERICANS WITH DISABILITIES ACT:**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Office of Purchasing & Materials Management, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone (407) 246-2291, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

**43. PURCHASING CARDS:**

The 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.

We encourage your acceptance of VISA so that you may enjoy the advantages of our Purchasing Card Program. 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.

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.

**44. 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.

**45. 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.

**46. 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.

**47. 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.

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**ANNUAL AGREEMENT FOR EMERGENCY GENERATOR PREVENTATIVE  
MAINTENANCE AND REPAIR SERVICE AT VARIOUS LOCATIONS**

**THIS AGREEMENT** ("Agreement"), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2009, 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.

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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/Fax #

Date: \_\_\_\_\_, 2009

\_\_\_\_\_  
Email

\_\_\_\_\_  
CITY ATTORNEY  
ORLANDO, FLORIDA

SEAL

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**