

INVITATION TO BID

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

MAIL DATE: July 27, 2009

BID NO: BI09-2565

OPENING DATE: August 17, 2009

BUSINESS NAME & ADDRESS

**THIS IS NOT
AN ORDER**

ANNUAL AGREEMENT FOR THE PURCHASE OF FLAGS AND BANNERS

Bids will be opened and publicly read aloud at the Office of Purchasing, City of Orlando, City Hall at One City Commons, 400 S. Orange Avenue, Fourth Floor, Orlando, Florida at **4:00 p.m., Local Time, City of Orlando, Florida** on the 17th day of **August, 2009**. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

SEE ATTACHED SPECIFICATIONS & ETC.

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

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

It is the intent and purpose of the City of Orlando that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Office of Purchasing 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 Office of Purchasing 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
THE PURCHASE OF FLAGS AND BANNERS**

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 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.**

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

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

INVITATION TO BID INFORMATION

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

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

A. Onvia by DemandStar's website:

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

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

B. City of Orlando Office of Purchasing's Website:

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

You may also access the same Onvia by Demandstar information by visiting this Office of Purchasing 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 Office of Purchasing and Materials Management maintains a Bid Information Board. You may visit the Office of Purchasing and obtain award information, bid packages, addendums, etc. Our office is located at:

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

3. You may also call the Office of Purchasing 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.

STANDARD FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW WHICH ARE ON PAGES 6 THROUGH 13, 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 (3)

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 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.

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 BUSINESSNotary 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

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number.

Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: () _____

Telephone No.: () _____

Fax No.: () _____

Fax No.: () _____

Contact: _____

Contact: _____

E-mail : _____

E-mail: _____

Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: () _____

Telephone No.: () _____

Fax No.: () _____

Fax No.: () _____

Contact: _____

Contact: _____

E-mail : _____

E-mail: _____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION:

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

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

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

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

Business Name: _____

Certification Number: _____

Expiration Date: _____

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

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

RECYCLED CONTENT INFORMATION REPORT

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

Product bid contains recycled content?

Yes _____ No. _____

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

Yes _____ No. _____

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

Yes _____ No. _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for the Purchase of Flags and Banners

Item No.	Quantity	Unit	Description	Unit Price	Total
1.	650	EA	American Flag, Traditional Flag Style, 36" Long x 24" Wide, 1" wide band on top of 24" side, two 3/8" grommet holes, 22 1/2" space between grommets, 200 denier nylon, UV treated, lock stitched, embroidered stars, sewn stripes.	\$ _____	\$ _____
2.	400	EA	American Flag, Traditional Flag Style, 52.5" Long x 29" Wide, 1" wide band on top of 24" side, two 3/8" grommet holes, 22 1/2" space between grommets, 200 denier nylon, UV treated, lock stitched, embroidered stars, sewn stripes.	\$ _____	\$ _____
3.	60	EA	American Flag, 3' X 5', DuPont UV treated fibers, 200 Denier Nylon with 4 stitch fly end, interior and exterior use, canvas headings and brass grommets, sewn stripes and embroidered stars.	\$ _____	\$ _____
4.	12	EA	American Flag, 4' X 6', DuPont UV treated fibers, 200 Denier Nylon with 4 stitch fly end, interior and exterior use, canvas headings and brass grommets, sewn stripes and embroidered stars.	\$ _____	\$ _____
5.	10	EA	American Flag, 5' X 8', DuPont UV treated fibers, 200 Denier Nylon with 4 stitch fly end, interior and exterior use, canvas headings and brass grommets, sewn stripes and embroidered stars.	\$ _____	\$ _____
6.	4	EA	American Flag, 8' X 12', DuPont UV treated fibers, 200 Denier Nylon with 4 stitch fly end, interior and exterior use, canvas headings and brass grommets, sewn stripes and embroidered stars.	\$ _____	\$ _____
7.	24	EA	American Flag, 12' X 18', DuPont UV treated fibers, 200 Denier Nylon with 4 stitch fly end, interior and exterior use, canvas headings and brass grommets, sewn stripes and embroidered stars.	\$ _____	\$ _____

Total Bid (this page) \$ _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for the Purchase of Flags and Banners

Item No.	Quantity	Unit	Description	Unit Price	Total
8.	2	EA	American Flag, 5' X 9 ½' Casket, 100% Cotton with Veteran Stars, made in US, canvas headings and brass grommets.	\$ _____	\$ _____
9.	600	EA	International Flags, Traditional Flag Style, 36" Long Maximum x 24" wide, 22 ½" space between grommets, two 3/8" grommet holes, 200 denier nylon, UV treated, acid dyed art, four row stitched fly end.	\$ _____	\$ _____
10.	4	EA	City of Orlando Flag, 3' X 5', Nylon, digital print, 200 Denier nylon with 4 stitch fly end, interior and exterior use, DuPont UV treated fibers, canvas headings and brass grommets.	\$ _____	\$ _____
11.	12	EA	City of Orlando Flag, 4' X 6', Nylon, digital print, 200 Denier nylon with 4 stitch fly end, interior and exterior use, DuPont UV treated fibers, canvas headings and brass grommets.	\$ _____	\$ _____
12.	7	EA	City of Orlando Flag, 8' X 8', Nylon, digital print, 200 Denier nylon with 4 stitch fly end, interior and exterior use, DuPont UV treated fibers, canvas headings and brass grommets.	\$ _____	\$ _____
13.	8	EA	State of Florida Flag, 4' X 6', Nylon, digital print, 200 Denier nylon with 4 stitch fly end, interior and exterior use, DuPont UV treated fibers, canvas headings and brass grommets. Must meet Florida State specifications.	\$ _____	\$ _____
14.	7	EA	City of Orlando Flag, 5' X 8', Nylon, digital print, 200 Denier nylon with 4 stitch fly end, interior and exterior use, DuPont UV treated fibers, canvas headings and brass grommets. Must meet Florida State specifications.	\$ _____	\$ _____
15.	4	EA	POW/MIA Flag, 4' X 6', 200 Denier nylon with 4 stitch fly end, interior and exterior use, DuPont UV treated fibers, canvas headings and brass grommets.	\$ _____	\$ _____

Total Bid (this page) \$ _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for the Purchase of Flags and Banners

Item No.	Quantity	Unit	Description	Unit Price	Total
16.	150	EA	Seasonal Banners, 45" Long x 16" Wide, 3 1/2" Pocket on top and bottom, two 3/8" grommet holes, sunbrella UV treated, double sided art, screen printed.	\$ _____	\$ _____
17.	200	SETS	Single Banner Bracket System to include 2-3/4" fiberglass poles with end caps, 2 single aluminum brackets, 2 pins with rings, 2 nylon tie wraps, 4 40" stainless steel bands, Boulevard Products #652525 or approved equal.	\$ _____	\$ _____
18.	200	SETS	Double Banner Bracket System to include 4-3/4" fiberglass poles with end caps, 2 double aluminum brackets, 4 pins with rings, 4 nylon tie wraps, 4 40" stainless steel bands, Boulevard Products #652525 or approved equal.	\$ _____	\$ _____
NOTE 1: QUANTITIES: THE ITEMS AND QUANTITIES LISTED ON THE INVITATION TO BID SHEETS HEREIN ARE FOR BID COMPARISON PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS REPRESENTING ACTUAL QUANTITIES THAT MAY BE ORDERED FROM A CONTRACT RESULTING FROM THIS SOLICITATION. NOTE 2: EXCEPTIONS TO TERMS AND CONDITIONS: WHEN COMPLETING YOUR BID, DO NOT ATTACH ANY FORMS WHICH MAY CONTAIN TERMS AND CONDITIONS THAT CONFLICT WITH THOSE LISTED IN THE CITY'S BID DOCUMENT(S). INCLUSION OF ADDITIONAL TERMS AND CONDITIONS INCLUDING THOSE WHICH MAY BE ON YOUR COMPANY'S STANDARD FORMS MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE.					

Total Bid (This Page) _____

TOTAL BID _____

1. FOB Point Delivered Only
2. Terms of Payment Net 30
3. The City shall receive shipment or project completion notice within _____ days from the date Vendor receives Official Purchase Order or Notice to Proceed.

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

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

CITY OF ORLANDO, FLORIDA
OFFICE OF PURCHASING AND MATERIALS MANAGEMENT
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
Office of Purchasing and Materials Management
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. **BI09-2565**, opening at **4:00 p.m., Local Time, City of Orlando, Florida**, on **Monday, August 17, 2009**.

Reason for not bidding: _____

BY:

Signature

Name & Title, Typed or Printed

Company Name

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

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

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

Director of Purchasing, City of Orlando

SPECIAL CONDITIONS

1. RECEIPT OF BIDS - DUE DATE:

- a. **Sealed bids in an original and one (1) copy** shall be submitted to the Office of the Director of Purchasing no later than **4:00 p.m., on Monday, August 17, 2009, Local Time, City of Orlando, Florida.** 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:

Dianne Farrell, C.P.M., Senior 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) 246-2363
Fax (407) 246-2869
Website: <http://www.cityoforlando.net>
Email: Dianne.Farrell@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 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.

**ANNUAL PURCHASE AGREEMENT FOR
THE PURCHASE OF FLAGS AND BANNERS**

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

I. TERMS AND CONDITIONS

- A. This Agreement (is) (is not) for an alternate/secondary supplier.
- B. The unit prices and percentage discounts specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.
- C. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.
- D. All invoices for purchases by the City shall be forwarded 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 AND THE ITEM NUMBER (S) AS LISTED
IN THE ANNUAL CONTRACT PRICING PAGES.**

- E. All invoices submitted by the Contractor to the City of Orlando's Accounts Payable Section as stated in Paragraph D above, must be accompanied by a delivery ticket, which contains the following information:
 - 1. The name of the person and the Department making the purchase, both to be clearly printed on ticket.
 - 2. The number of this Agreement.
- F. Invoices shall be billed on an "as delivered" basis.
- G. Terms of payment will be:_____.
- H. All supplies will be F.O.B. delivered to the City of Orlando.

- I. The period of this Agreement shall be for twelve (12) months, beginning on _____, and ending on _____. This Agreement may, by mutual 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.
- J. 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 costs 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.
- K. The Contractor shall retain and maintain all records and documents relating to this Agreement and shall make them available at all reasonable times for inspection and audit by the City during the term of this Agreement and for a period of three (3) years after expiration of this Agreement.
- L. Contractor shall give full attention to this Agreement, to the faithful execution of this Agreement, and shall keep the same under its control. Assigning or subletting any part of this Agreement shall require the prior written approval of the City.
- M. Contractor warrants that all equipment, materials and workmanship furnished whether furnished by Contractor 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.

II. SCOPE

- A. The Contractor is to provide the supplies as specified 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.
- B. The Contractor shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

III. PRICING

The Contractor shall supply the City, on an "as-needed" basis, the supplies listed in its Bid to the City at the prices and discounts 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.

IV. 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.

V. 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 services under this Agreement.

- F. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- G. 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.
- H. This Agreement is considered a non-exclusive Agreement between the parties.
- I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- J. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- K. 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 items 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 authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- L. 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.
- M. The City's Director of Purchasing or his written designee shall have authority to act on behalf of the City in matters related to this Agreement, including but not limited to the sending and receiving of any notices required hereunder.

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

OFFICE OF PURCHASING
AND MATERIALS MANAGEMENT
CITY OF ORLANDO, FLORIDA

CONTRACTOR

By: _____
Director of Purchasing

By: _____
Signature

RAY ELWELL
Name, Typed or Printed

Name & Title, Typed or Printed

Date: _____, 2009

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

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

Area Code/Telephone Number

Date: _____, 2009

SEAL

CITY ATTORNEY

ORLANDO, FLORIDA

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

Signature

Name & Title, Typed or Printed

STATE OF _____

COUNTY OF _____

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

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

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

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

Title/Rank of Person Taking Acknowledgment

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

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