

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: BI09-2508

OPENING DATE: September 3, 2009

BUSINESS NAME & ADDRESS

**THIS IS NOT
AN ORDER**

ANNUAL JANITORIAL SERVICES AGREEMENT FOR VARIOUS BUILDINGS AT HARRY P. LEU GARDENS AND THE MENNELLO MUSEUM OF AMERICAN ART

Bids will be opened and publicly read aloud at the Purchasing and Materials Management Division, City of Orlando, City Hall at One City Commons, 400 S. Orange Avenue, Fourth Floor, Orlando, Florida at **3:00 p.m., Local Time, City of Orlando, Florida** on the 3rd 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 \$ N/A

Amount of Cashier's Check \$ N/A

Amount of Certified Check \$ N/A

Total Amount of Bid or Base Bid (Lines 1 and 2) \$ _____

All Items Bid? Yes _____ No _____

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

TABLE OF CONTENTS

	<u>PAGE</u>
INSTRUCTIONS FOR SUBMITTING BID.....	3
INVITATION TO BID AWARD INFORMATION	4
MANDATORY PRE-BID CONFERENCE.....	5
MANDATORY PRE-BID CONFERENCE ATTENDANCE NOTIFICATION.....	6
STANDARD FORMS	
BIDDER’S CERTIFICATION	8
ADDENDUM PAGE	9
REFERENCES	10
MINORITY/WOMEN-OWNED BUSINESS	
ENTERPRISE PARTICIPATION	11
RECYCLED CONTENT INFORMATION	12
INVITATION TO BID PRICING PAGES	13
SPECIFICATION	16
ATTACHMENT “A”	35
ATTACHMENT “B”	37
NO-BID RESPONSE	48
GENERAL CONDITIONS	49
SPECIAL CONDITIONS	50
AGREEMENT	63

**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION TO BID FOR THE
ANNUAL JANITORIAL SERVICES AGREEMENT FOR VARIOUS BUILDINGS AT
HARRY P. LEU GARDENS AND THE MENNELLO MUSEUM OF ART**

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

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

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

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

You may also access the same Onvia by Demandstar information by visiting this Purchasing and Materials Management Division 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 Office 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 Office 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.

MANDATORY PRE-BID CONFERENCE

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

**Harry P. Leu Gardens
Garden House Building
Orchid Room
1920 N. Forest Avenue
Orlando, Florida 32803**

On

Wednesday, August 19, 2009 at 10:00 a.m., Local Time, City of Orlando, Florida

TOUR OF MENNELLO MUSEUM AND LEU GARDENS TO FOLLOW.

**ATTENDANCE AT THE CONFERENCE AND TOUR ARE MANDATORY AS A CONDITION
PRECEDENT TO SUBMITTING A BID.**

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 MANDATORY
01/90

MANDATORY PRE-BID CONFERENCE ATTENDANCE NOTIFICATION

A Mandatory Pre-Bid Conference will be held at **Harry P. Leu Gardens, Garden House Building, Orchid Room, 1920 N. Forest Ave., Orlando, Florida 32803** on **Wednesday, August 19, 2009** at **10:00 a.m., Local Time, City of Orlando, Florida.**

Please return this form by: **Tuesday, August 18, 2009.**

TOUR OF MENNELLO MUSEUM AND LEU GARDENS TO FOLLOW.

**ATTENDANCE AT THE CONFERENCE AND TOUR ARE MANDATORY AS A CONDITION
PRECEDENT TO SUBMITTING A BID.**

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-Bid Conference is attached.

_____ 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 15, 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 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

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: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

E-mail : _____

Name: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

E-mail: _____

Name: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

E-mail : _____

Name: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

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 Janitorial Services Agreement for Various Buildings at Harry P. Leu Gardens and the Mennello Museum of American Art

Item No.	Quantity	Unit	Description	Unit Price	Total
			<u>NOTE:</u> THE BID AMOUNTS SPECIFIED HEREIN ARE FOR FIXED PRICE WORK, WHICH INCLUDES ALL PRICES FOR EQUIPMENT, LABOR AND MATERIAL REQUIRED TO PERFORM THE WORK SPECIFIED IN THIS INVITATION TO BID. THE BIDDER, HAVING VISITED THE SITE OF THE PROPOSED PROJECT, AND FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, NATURE AND EXTENT OF THE WORK, AND HAVING EXAMINED CAREFULLY THE SPECIFICATIONS INCLUDED ON PAGE 16 THROUGH 47, TERMS AND CONDITIONS HEREIN, PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND OTHER ITEMS, FACILITIES AND SERVICES, WITHOUT EXCEPTION FOR THE PROPER EXECUTION AND COMPLETION OF THE CONTRACT, AND IF AWARDED THE CONTRACT, TO COMPLETE THE SAID WORK WITHIN TIME LIMITS AS SPECIFIED FOR THE FOLLOWING BID PRICES:		
1.	12	Month	Harry P. Leu Botanical Gardens - Performance of Janitorial Service (including Garden House, Leu House Museum, Garden Cottage, Horticulture Break Room and Maintenance Garage Restroom, Curator's Office, Public Restrooms and Bridal and Groom's Room) located at 1920 North Forest Avenue, Orlando, Florida. The amount bid for this item includes an estimated _____ hours per month to maintain the facility in accordance with the attached specifications.	\$_____	\$_____
2.	12	Month	Mennello Museum - Performance of Janitorial Services located at 900 E. Princeton Street, Orlando, Florida.	\$_____	\$_____

Total Bid (Lines 1 and 2) \$_____

INVITATION TO BID

You are invited to Bid on the following:

Annual Janitorial Services Agreement for Various
Buildings at Harry P. Leu Gardens and the Mennello
Museum of American Art

Item No.	Quantity	Unit	Description	Unit Price	Total
			The amount bid for this item includes an estimated _____ hours per month to maintain the facility in accordance with the attached specifications. TOTAL BID AMOUNT (Add lines 1 and 2) ALTERNATIVE OPTION- The City reserves the right to accept the Alternative Option as an alternative to lines 1 and 2 and to provide the items included in the deductions listed below if it is in the interest of the City to do so.		\$ _____
3.	12	Month	Harry P. Leu Botanical Gardens - Performance of Janitorial Service (including Garden House, Leu House Museum, Garden Cottage, Horticulture Break Room and Maintenance Garage Restroom, Curator's Office, Public Restrooms and Bridal and Groom's Room) located at 1920 North Forest Avenue, Orlando, Florida. Include Deduction for soap for dispensers, bar soap, paper towels, facial tissue, toilet seat covers, and toilet tissue if provided by the City.	\$ _____	\$ _____
4.	12	Month	Mennello Museum - Performance of Janitorial Services located at 900 E. Princeton Street, Orlando, Florida. Include Deduction for soap for dispensers, bar soap, paper towels, facial tissue, toilet seat covers, and toilet tissue if provided by the City. ALTERNATIVE OPTION TOTAL (Add lines 3 and 4) See Attachment "A" to the Specifications regarding square footage.	\$ _____	\$ _____

Total Bid (Lines 1 and 2) \$ _____

Total Alternative Option (Lines 3 and 4) \$ _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Janitorial Services Agreement for Various
Buildings at Harry P. Leu Gardens and the Mennello
Museum of American Art

NOTE 1:

SPECIFICATIONS:

ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

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.

NOTE 3:

A MANDATORY PRE-BID CONFERENCE AND SITE VISIT WILL BE AFFORDED TO PROSPECTIVE BIDDERS AT THE TIME ADVERTISED IN THIS SOLICITATION. ATTENDANCE AT THIS CONFERENCE IS A MANDATORY CONDITION TO SUBMITTING A BID. MOREOVER, THE SITE VISIT IS THE ONLY ESCORTED SITE VISIT AFFORDED TO PROSPECTIVE BIDDERS.

1. FOB Point Delivered Only

2. Terms of Payment (e.g. Net 30) _____

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

**SPECIFICATIONS FOR ANNUAL JANITORIAL SERVICES AGREEMENT
FOR VARIOUS BUILDINGS AT HARRY P. LEU GARDENS AND
THE MENNELLO MUSEUM OF AMERICAN ART**

1.0 SCOPE

Contractor shall provide all labor, material, equipment, supplies, chemicals, and consumables including trash can liners, to perform janitorial services in all buildings and offices at the Harry P. Leu Botanical Gardens, 1920 North Forest Avenue, and at the Mennello Museum, 900 E. Princeton Street, Orlando, including basements in any of these buildings, in accordance with the specifications outlined herein. See Attachment "A" for a list of various buildings and offices and the approximate square footage for the various areas.

NOTE 1: REFER TO SECTION 5.0.I REGARDING THE LOG BOOK. COMMENTS AND COMPLAINTS FROM DESIGNATED CITY OFFICIALS ENTERED IN THE LOG BOOK MUST BE DISCUSSED WITH THE OFFICIALS IN THE FIRST AND THE THIRD WEEK OF EVERY MONTH, AND MUST BE RESOLVED PROMPTLY. FAILURE TO DO SO MAY RESULT IN AUTOMATIC TERMINATION OF CONTRACT.

2.0 SCHEDULE

All work shall be performed when Venues are not open to the public as follows:

Leu Gardens: Work must start in the evenings once closed. The gardens close at 11:00 p.m., Local Time, City of Orlando, Florida, Monday through Sunday. All cleaning at Leu Gardens Facilities must be performed only when not opened to the public. Cleaning is not permitted when guests are occupying the buildings.

Mennello Museum: All work must be completed by 10:30 a.m., Local Time, City of Orlando, Florida, before the public arrives. More involved cleaning tasks shall be scheduled on Mondays when the Museum is closed to the public.

As needed, the Contractor shall be issued keys to the buildings in which the janitorial services shall be provided.

3.0 SERVICES

Services to be performed at various buildings are mentioned separately below:

LEU GARDENS

NOTE: Bleach SHALL NOT be used in any buildings at Leu Gardens. Separate mops shall be used for restrooms and general areas.

2.1 GARDEN HOUSE

A. Contractor shall be required to perform the following services seven (7) days per week unless otherwise noted.

1. All office furniture and equipment, including top, sides and fronts of office furniture cleaned daily.
2. Outside ash/trash cans emptied and cleaned daily. Sand shall be sifted and resupplied as required.
3. Waste containers emptied and cleaned (liners provided by Contractor at Contractor's expense) daily.
4. All glass entrances, glass inserts, and glass partitions cleaned daily.
5. Vacuum and spot clean all carpeting including the lobby area, stairs, and throw rugs at entrances and exits daily. Contractor shall spot clean throw rugs weekly or more often, if required.
6. Dust and wet mop the lobby floor daily. The lobby floor shall be deep cleaned quarterly.
7. Front and back-screened porches and steps (including entryway) swept daily or as necessary. Front and back-screened porches shall be scrubbed every Monday.
8. Wash all tables, chairs, sinks and counters daily in the second floor employee break room, counter and sink in Palm Room, and first floor warming kitchen.
9. Restrooms
 - a. All floors swept and damp mopped daily with germicidal solution.
 - b. All walls including the stalls cleaned weekly or more often if required.
 - c. Mirrors cleaned daily.
 - d. Polish bright metal work daily.
 - e. Clean and sanitize urinals, toilets and washbasins inside and outside daily.

NOTE: All restrooms shall be cleaned seven (7) days per week.

B. The following services shall be performed by the Contractor on a periodic basis:

1. All woodwork including baseboards, moldings, ledges as high as can be reached and doorframes cleaned of smudges and fingerprints once each week.

2. Exposed parts of air conditioning vents including return vents cleaned monthly or more often if required.
 3. All high dusting, including picture frames, file cabinets, book shelves and cobwebs, etc., performed a minimum of twice a week.
 4. Blinds cleaned monthly.
 5. Vinyl floors stripped and waxed quarterly and buffed weekly to maintain high gloss shine.
 6. Baseboards cleaned a minimum of once a week. The accumulation of wax on baseboards, thresholds, in corners around doors and furniture must be removed weekly.
- C. Contractor is not required to clean the gift shop or the gift shop storeroom.
- D. Contractor shall meet with the Leu Gardens representative a minimum of once per month.

3.2 LEU HOUSE MUSEUM

- A. All wood and laminated floors are to be vacuumed twice per week.
- B. The front and back porches are to be swept weekly.
- C. The stair landings and steps are to be swept/vacuumed twice per week. Hand railings and ledges are to be cleaned at least once each week.
- D. Clean baseboards with a dry cloth twice per week.
- E. Use feather duster to dust tabletops daily. DO NOT HANDLE OR MOVE ANY ITEMS ON DISPLAY.
- F. Clean all mirrors in bathrooms daily.
- G. Clean floor in volunteer sitting room twice per week.
- H. Clean the employee/volunteer bathroom twice per week as described in Section 3.1.A.9 above.
- I. Remove dust build-up in corners of ceiling as needed.
- J. The following services shall be performed by the Contractor on a periodic basis:
 1. Screened in porch off dining room shall be dusted and tile floor wet mop cleaned once per week.

2. Volunteer bathroom, including toilets, sink and floor and kitchen sink, are to be cleaned with a germicidal solution monthly.
- K. Empty trash can in volunteer lounge and kitchen (downstairs) and replace liners daily.

3.3 GARDEN COTTAGE

Clean cottage and restroom seven (7) days a week as needed.

3.4 HORTICULTURE BREAK ROOM AND MAINTENANCE GARAGE RESTROOM

The Contractor shall be required to perform the following services daily unless otherwise noted.

- A. Clean all tables, chairs, sink and counters.
- B. Floors swept and mopped.
- C. Restroom
 1. All floors swept and damped mopped daily.
 2. All walls including the stalls cleaned weekly or more often if required.
 3. Mirrors cleaned daily.
 4. Polish bright metal work daily.
 5. Clean and sanitize urinals, toilets and washbasins, inside and outside daily.
 6. All woodwork including baseboards, door frames, and ledges as high as can be reached cleaned of smudges and fingerprints once a week.
 7. All shower stalls, including floors, cleaned using detergent and scouring powder, if necessary, to remove stubborn spots and stains. Showerheads and bright colored fixtures shall be cleaned with scouring powder.

Non-injurious chemicals may be used to remove soap film and residue and to inhibit fungus growth. Showerheads, handles and soap containers shall be clean and bright. All soap film and scouring powder shall be removed.

NOTE: Cleaning services to restrooms shall be performed seven (7) days per week at the Horticulture Break Room.

3.5 CURATOR'S OFFICE

The Contractor shall perform the following services three (3) days per week, Monday, Wednesday and Friday unless otherwise noted.

- A. All office furniture and equipment, including top, sides and fronts of office furniture cleaned.
- B. Waste containers emptied and cleaned every day (liners will be used at Contractor's expense). Liners will be changed every day.
- C. Clean glass entrances, glass inserts, and glass partitions.
- D. Vacuum all carpeting and throw rugs at entrances and exits, and spot clean.
- E. Restroom
 - 1. All floors swept and damped mopped three (3) times per week, Monday, Wednesday and Friday.
 - 2. All walls cleaned.
 - 3. Mirrors cleaned.
 - 4. Polish bright metal work.
 - 5. Clean and sanitize toilets, wash basins, inside and outside.
- F. The following services shall be performed by the Contractor on a periodic basis:
 - 1. All woodwork including baseboards, ledges as high as can be reached and door frames cleaned of smudges and fingerprints once each week.
 - 2. Exposed parts of air conditioning vents including return vents cleaned monthly, or more often if required.
 - 3. All high dusting, including picture frames, file cabinets, book shelves and cobwebs, etc., performed a minimum of twice a week.
 - 4. Blinds cleaned monthly.
 - 5. Vinyl floors stripped and waxed quarterly and buffed once each week to maintain high gloss shine.
 - 6. Baseboards cleaned a minimum of once a week. The accumulation of wax on baseboards, around doors and furniture must be removed weekly.

3.6 **PUBLIC RESTROOMS, BRIDAL & GROOM'S ROOM**

The Contractor shall be required to perform the following services seven (7) days per week unless otherwise noted.

- A. All furniture including top, sides and fronts cleaned daily.
- B. Outside ash/trash cans emptied and cleaned seven (7) days per week. Sand shall be sifted and replenished as required.
- C. Waste containers emptied and cleaned (liners will be used at Contractor's expense) seven (7) days per week.
- D. All glass entrances, glass inserts, and glass partitions cleaned seven (7) days per week.
- E. Vacuum all carpeting seven (7) days per week.
- F. Restrooms
 - 1. All floors swept and damp mopped daily with germicidal solution.
 - 2. All walls including the stalls cleaned weekly or more often if required.
 - 3. Mirrors cleaned daily.
 - 4. Polish bright metal work daily.
 - 5. Clean and sanitize urinals, toilets and washbasins inside and outside daily.

NOTE: All restrooms shall be cleaned seven (7) days per week.

- G. The following services shall be performed by the Contractor on a periodic basis:
 - 1. All woodwork including baseboards, moldings, ledges as high as can be reached and door frames cleaned of smudges and fingerprints once each week.
 - 2. Exposed parts of air conditioning vents including return vents cleaned monthly, or more often if required.
 - 3. All high dusting, including picture frames, file cabinets, book shelves and cobwebs, etc., performed a minimum of twice a week.
 - 4. Blinds cleaned monthly.
 - 5. Baseboards cleaned a minimum of once a week. The accumulation of wax on baseboards, around doors and furniture must be removed weekly.

MENNELLO MUSEUM

3.7 MENNELLO MUSEUM

The Contractor shall be required to perform the following services three (3) days per week Monday, Wednesday and Friday unless otherwise noted.

Note 1 Basements: There are three (3) rooms in the basement of the museum, consisting of 300 sq. ft. of carpet, 300 sq. ft. of ceramic tile, and 100 sq. ft. of vinyl tile in the Alcove. The carpet shall be vacuumed at least once per week. The ceramic tile floors in the basement shall be buffed, stripped and cleaned properly. Vinyl tile floors in the basement shall be stripped and waxed quarterly, mopped three days a week, and buffed as necessary to maintain high gloss shine. Any glue, paint, and other foreign matter on floors must be removed.

Note 2 Wooden floors: The wood floors must be buffed, stripped and cleaned properly. Any glue, paint, and other foreign matter on all gallery floors must be removed.

- A. All office furniture and equipment, including top, sides and fronts of office furniture cleaned weekly.
- B. Outside ash/trash cans emptied and cleaned three (3) days per week. Sand shall be sifted replaced as required.
- C. Waste containers emptied and cleaned (liners will be used at Contractor's expense) three (3) days per week.
- D. All glass entrances, glass inserts, and glass partitions cleaned three (3) days per week.
- E. Vacuum all carpeting including the Lobby area stairs, throw rugs at entrances and exits and spot clean carpet three (3) days per week (1st floor). Contractor SHALL NOT spot clean oriental rugs.
- F. Dust and wet mop the Lobby floor three (3) days per week, deep clean quarterly.
- G. Wash sinks and counters three (3) days per week.
- H. Restrooms
 - 1. All floors swept and damp mopped three (3) times weekly with germicidal solution.
 - 2. All walls including the stalls cleaned weekly or more often if required.
 - 3. Mirrors cleaned three (3) times weekly.

4. Polish bright metal work three (3) times weekly.
 5. Clean and sanitize toilets and washbasins inside and outside three (3) times weekly.
- I. The following services shall be performed by the Contractor on a periodic basis:
1. All woodwork including baseboards, moldings, ledges as high as can be reached and door frames cleaned of smudges and fingerprints once each week.
 2. Exposed parts of air conditioning vents including return vents cleaned monthly, or more often if required.
 3. All high dusting, including picture frames, file cabinets, book shelves and cobwebs, etc., performed a minimum of once a week.
 5. Vinyl floors stripped and waxed quarterly and buffed three (3) times weekly to maintain high gloss shine.
 6. Baseboards cleaned a minimum of once a week. The accumulation of wax on baseboards, around doors and furniture must be removed weekly.
 7. Basement carpet vacuumed once per week, unless needed more often due to unusually heavy traffic.
- J. All throw rugs in the museum are antique oriental rugs. These shall be vacuumed three times each week, and NOTHING ELSE must be done to them. If they need additional care, a professional rug cleaning service will be utilized.
- K. The wood floors shall be stripped waxed and buffed quarterly. Any glue, paint, and other foreign matter on all gallery floors must be removed. The same is true for tile floors.

4.0 **TECHNICAL SPECIFICATIONS**

Services performed under the Agreement shall be subject to inspection for compliance with the following minimum acceptable standards:

A. Regular Working Hours

The City's regular working hours are from 8:00 a.m., Local Time, City of Orlando, Florida, to 5:00 p.m., Local Time, City of Orlando, Florida, Monday through Friday, excluding City holidays. No cleaning shall be done at Leu Gardens until after the last guest has left the building.

All work at Mennello Musuem of American Art must be completed in the morning prior to opening.

B. Daily

Services performed once every 24-hour period except where specifically otherwise noted.

C. Weekly

Services performed during each seven (7) day period with a minimum of two (2) days between services.

D. Monthly

Services performed during calendar months at intervals of 28 to 31 days.

E. General

For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or windowsills. Upon completion of work, all furniture and equipment must be returned to its original position.

Baseboards, walls, furniture and equipment shall in no way be splashed, disfigured nor damaged during these operations. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions during cleaning operations including warning signs. All tools and equipment shall be maintained in clean condition at all times. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

F. Sweeping and Damp Mopping

After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks. No dirt shall be left in corners, under furniture, behind doors, treads or any other location. Sweep or dust mop floors to remove loose dirt, grit, streaks, smears, stains, and trash. Likewise, entrances, and other assigned areas shall be swept clean of all dirt/trash. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under desks, tables or chairs. Extreme care will be exercised to prevent splashing of baseboards, furniture or other equipment with mop water and to prevent water from seeping under baseboards, furniture, or equipment. Hard to reach spaces, such as corners, which are inaccessible with the mop shall be cleaned by hand or other method. Separate mops shall be used for restrooms and general areas.

All mopped floors shall present a clean, uniformly bright appearance, free from streaks, scuff marks, smears, mop strings, standing liquid, and residue.

G. Wet Mopping and Scrubbing

The floors shall be properly prepared for wet mopping and scrubbing including sweeping the floor and removal of gum, tar and similar substances. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed, and dry mopped to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing. When scrubbing is designated, it shall be performed by machine or by hand with a brush.

H. Floor Finishing

The job of floor finishing includes the cleaning and applying of a protective finish to floor surfaces.

1. Sweeping: Sweep floors thoroughly. Remove all staples, paper, gum, adhesive materials, dirt, wads of gum, tar, etc.
2. Stripping: Remove all old finish or wax from floors, using a concentrated solution of a liquid cleaner. Cleaner is to be applied with a mop, and scrubbed with an electrical polishing machine with scrub brush or a medium grade-scrubbing pad. Extremely stubborn spots, gum, rust, burns, etc., shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that the polishing machine cannot reach shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised so that baseboards, walls, and furniture shall not be splashed nor marred. Cleaning solution shall be taken up with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water as required for good rinsing. Floor shall be allowed to dry thoroughly after rinsing.
3. Finishing: Apply a minimum of three coats of floor finish, allowing sufficient drying time between each coat. All other coats should be applied to within four inches of the baseboard.
4. All porcelain tile at Leu Gardens must be cleaned according to manufacturer's specifications, which will be provided.

NOTE: Should there be more than eight hours' delay before applying finish after the floor has been cleaned or between coats, the areas must be cleaned to remove surface dirt and scuff marks before applying finish.

I. Periodic Spray Buffing/Burnishing

Periodic spray buffing and burnishing shall be accomplished as required to maintain the specific areas at an acceptable standard.

J. Policing

Policing includes performance of the following tasks at the stated frequencies specified in Section 3.0, picking up and removing from areas inside the building all paper, trash, empty bottles, and other discarded materials; maintaining wall-hung and floor-type ash receptacles in a neat and presentable condition; picking up and removing from areas inside the building gum, spots of tar, and other foreign substances; tidying up drinking fountains and glass surfaces; mopping up wet areas caused by spillage, accidents or inclement weather.

K. Damp Wiping

Damp wiping consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant/deodorizer) cleaner shall be used.

L. Bright Metal Polishing

Bright metal polishing shall be performed by damp wiping and if required, use of a suitable polishing agent and drying with a cloth.

M. Glass Enclosures and Partitions

After each cleaning, all glass shall be clean and free of dirt, grime, streaks, excessive moisture, and shall not be cloudy.

Window sashes, sills, woodwork around interior glass and other surroundings shall be thoroughly wiped free of drippings and other watermarks.

Workers shall use pads to protect windowsills when standing on or placing cleaning materials on them, and the Contractor shall furnish all such pads and/or cloths necessary to protect the City's property. The glass cleaning shall be so scheduled and performed as to provide the least inconvenience to the building's occupants.

N. Porcelain Cleaning

Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation nor excess moisture.

Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks. Floor drains shall be kept free of debris.

Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation and wiped down with a multi-purpose (disinfectant/deodorizer) cleaner.

O. Dusting

1. Cleaning and Dusting. Dusting shall be accomplished by the use of vacuum cleaners, clean cloths or yarn dusters. Dusting shall be performed to minimize dispersion of dust in the air. The dusting operation includes, but is not limited to, furniture, cabinets, partitions, trim, ledges, wainscots, air conditioners, lamp shades and miscellaneous office furniture, and panel tops, window and door ledges, baseboards and miscellaneous equipment installed on walls up to seven (7) feet above the floor. Surfaces of walls and partitions shall present a clean appearance throughout, free of dirt, cobwebs, and streaks.
Wall surfaces behind furniture or equipment where space permits, shall be wiped, vacuumed or cleaned with narrow brushes. All dusted surfaces shall present a clean appearance, free of smears, streaks and omissions.
2. Blinds. Blinds shall be damp wiped. Cleaned blinds shall be free of dust, stains, and streaks. Special care shall be taken to prevent damage to operating mechanisms of blinds during the cleaning operations.
3. Vacuum Draperies. Use an ordinary household vacuum cleaner with proper attachments. Upon completion of vacuuming, draperies shall be rearranged or re-hung as required in event fastenings become loose during cleaning.

P. Clean/Restock Restrooms

1. Cleaning. Restrooms shall be kept free from dirt, soil, graffiti, and stains.
2. Clean Restroom Fixtures. All restroom fixtures including water closets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant and shall be free of stains and odors. Liquid soap dispensers, where existing, shall be filled. Bar soap shall be placed in restrooms that have no liquid dispensers.

Toilet tissue, paper towels, facial tissue, and toilet seat covers shall be replenished with sufficient supply to last until the next scheduled service.

Liquid soap, bar soap, toilet tissue, paper towels, facial tissue, and toilet seat covers shall be furnished by the Contractor.

3. Sweep/Mop Restroom Floors. Floors shall be swept to remove loose dirt, grit, and trash, then wet mopped using a solution of disinfectant, detergent and hot water. Cotton or sponge mops may be used. Stains and spots shall be scrubbed, if necessary, to remove. Floor surface shall be free of dirt, marks, film, streaks, water and debris. Separate mops shall be used for restrooms only.

4. Clean interior walls. All walls and partitions shall be cleaned with a clean cloth or sponge and lukewarm mild detergent solution, followed by a water rinse and drying with a clean cloth or sponge. Abrasive cleaners shall not be used on resilient surfaces.

In addition to the above, this service includes spot cleaning on these surfaces, on an "as required" basis, to remove finger marks, spots, stains, and other marks to match surfaces of adjacent areas. Surfaces shall have a uniformly clean appearance, free of dirt, dust, graffiti, streaks, stains, lint, cobwebs, and cleaning marks. Hard finish wainscots, glazed surfaces or ceramic tile surfaces must be free of film and deposits. Mirrors shall be cleaned with an approved glass cleaner.

Q. Miscellaneous Work Items

1. Clean Drinking Fountains. All chrome or bright finish fittings shall be wiped clean with a damp cloth. All enamel shall be washed with a detergent solution. Metal polish or abrasives shall not be used on water outlet or spigot. Wipe adjacent surfaces clean with a damp cloth. Fountains shall have no streaks, film or spots. Metal parts shall be clean and bright.
2. Clean Mirrors. All mirrors shall be cleaned using plain water or cleaning solution prepared for this purpose. Scouring powders or ammonia shall not be used. All mirror surfaces and adjacent areas shall be free of film, streaks, stains, and deposits. All mirrors installed in bathrooms are considered to be a part of the bathroom fixture cleaning.

R. Waste Collection and Removal

Trash shall be placed in outside refuse containers as soon as possible after collection. Bags of trash shall not be left in passageways or inside of the buildings to create a nuisance or an eyesore. Any trash dropped shall be immediately retrieved by the Contractor and properly placed in the trash receptacle. **Any liquids spilled in the process of trash removal shall be cleaned up immediately.** Contractor employees will ensure that dumpster side doors are closed following trash disposal.

Empty and Clean Waste Receptacles. This includes trash containers, sanitary napkin receptacles, ashtrays, stands, and butt cans. All trash containers shall be emptied.

Contents of these containers shall be placed in outside refuse containers. Ashtrays, stands, and butt cans shall be emptied in a metal container to prevent fire hazards and placed in outside refuse container. All ashtrays, stands and butt cans will be wiped clean after each emptying. Sand in urns or butt cans shall be changed or sifted weekly and sand shall present a neat appearance. All containers shall be cleaned and washed as needed to provide a sanitary condition, free of all dirt, debris, odor and residue.

S. Stairways and Elevators

1. Stairways. Stair landings and steps shall be swept or vacuumed. Hand railings, ledges, grills, fire apparatus, and doors shall be dusted. Steps and landings shall be wet mopped or scrubbed.
2. Elevators. All surfaces in the interior of the car shall be cleaned including doors and crevices on the corridor side of the elevator, and all bright metal surfaces polished.

Resilient floors shall be cleaned and spray buffed. Carpet floors shall be vacuumed and shampooed.

T. Polish Furniture

All furniture required to be polished must be cleaned of spots and stains.

U. Stoops/Entranceways

Stoops and entranceways shall be swept and damp mopped daily. A area extending five feet from the stoop will be policed for trash, cigarette butts, etc. Stoop and entranceways will be kept free of cobwebs, mud daubers, bird nest, etc. Door wells shall be free of debris. All entrance mats shall be cleaned free of soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to the original locations.

5.0 SPECIAL REQUIREMENTS

A. Service Calls

Service calls consist of providing labor and material to perform miscellaneous minor cleaning tasks during regular working hours. The Contractor shall respond within one (1) hour to service calls. Service calls shall be completed within two (2) hours from receipt of call. Contractor will provide a telephone number of which a City representative may utilize for immediate contact (i.e. cell phone, etc.).

B. Equipment

Equipment utilized by the Contractor must operate from existing sources of electricity at a minimum noise level. Contractor shall maintain the equipment to ensure safe and proper working order at all times.

C. City Furnished Items

The City shall provide space for the storage of materials, and equipment to be provided and maintained by the Contractor. Storage space shall be kept clean and neat in appearance at all times.

D. Contractor Furnished Items

The Contractor shall furnish soap for washroom soap dispensers, bar soap, paper towels, facial tissue, toilet seat covers, and toilet tissue. All other materials, supplies and equipment required to provide the necessary services shall be furnished by the Contractor and shall be of the type/size suitable for the efficient accomplishment of the services provided under the Agreement.

E. Supplies

The Contractor shall provide “Green” cleaning chemicals, equipment, procedures and training.

A list of chemicals shall be submitted to the City’s Representative for approval prior to the commencement of the contract. Any new products to be introduced during the contract must be approved by the City’s Representative. **Bleach and/or ammonia shall not be used without the prior approval of the City’s Representative.**

The following cleaning products to be used in this contract include the following:

1. All purpose cleaner
2. Glass cleaner
3. Neutral disinfectant
4. Industrial cleaner
5. High dilution disinfectant

Green cleaning products must meet the Green Seal Environmental Standards and have the Green Seal of Approval on the label. Since improvements in the “green” technology are still emerging, the City reserves the right to require the Contractor to use additional Green Seal products and equipment as they become available. The City reserves the right to discontinue the use of any of these products should they prove to be insufficient to perform the tasks required.

F. Qualified Employees

The Contractor's employees shall be thoroughly trained in all phases of the work to be performed under the Agreement and shall be neat in their personal appearance while in the said building. Any Contractor employee deemed by the City to be incompetent in the performance of work under the Agreement, discourteous, or otherwise objectionable shall be reported to the Contractor's superintendent who shall take immediate action to remove said employee from the job. The Contractor shall furnish each Contractor employee with appropriate uniforms having proper identification thereon of the name of the employee and the name of the Contractor.

G. Work Rules

Contractor's employees shall not remove papers, open desk drawers or cabinets, or use telephones or refrigerators provided for staff use. Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of their work, and said superintendent shall thereupon notify the Leu Botanical Gardens Manager/Mennello Museum Director, or designee, of such conditions. When services under the Agreement are performed during closed hours, Contractor employees shall be responsible for closing and locking doors and windows and for turning off lights in order that electrical power may be conserved. Contractor employees shall not eat on property. Contractor employees shall not bring any individuals with them on premises not employed by the Contractor.

H. Inspections

The Leu Botanical Gardens' Director / Mennello Museum Director, or designee, shall make inspections as deemed necessary and appropriate to assure that conditions and standards set forth herein are being complied with. The Leu Botanical Gardens' Director and/or the Mennello Museum Director or designee shall report to the Contractor's superintendent those areas which are not being cleaned and maintained in accordance with the terms of the Agreement, and said Contractor's superintendent shall take immediate corrective action as may be required to fully comply with the terms as set forth therein. In the event corrective action is not effected within four (4) hours, the City may clean the subject area and charge the Contractor for services so performed by the City.

I. Log Book

The City shall provide, and make available to the Contractor during the hours of performance, a LOG BOOK. Contractor shall utilize the logbook forms attached as Attachment "B". Awarded Contractor will be provided with an electronic version of the log book. Said LOG BOOK shall be maintained throughout the term of the Agreement and any extension thereto. The following information shall be entered for each and every day of service:

1. Check list to verify that all duties have been completed.
2. Deficiencies and/or comments by the City Inspector.
3. Signature of the Contractor's superintendent that verifies that the log book has been read and acknowledges any deficiencies and/or comments. This signature shall also serve as his "sign-in" verification. Contractor is to note time in, or use a City furnished time clock, if available.
4. The Contractor shall have all employees sign in and sign out, either in writing or by the use of a City furnished time clock.

5. Upon completion of the service for the day, Contractor's superintendent shall detail in the LOG BOOK what efforts were made to remedy any deficiencies noted from the previous day's work.

The superintendent shall record the number of hours performed for each category of work (by title). Only after all the above is accomplished shall the Contractor's superintendent sign out, noting the time, and if possible, shall clock out with the time clock on the LOG BOOK page for the day just completed.

NOTE: FAILURE TO COMPLY WITH THE ABOVE SUB-SECTION IS AUTOMATIC GROUNDS FOR CONTRACT TERMINATION. IN SUCH EVENT, THE CITY SHALL EITHER CONTRACT WITH NEXT LOWEST, MOST RESPONSIBLE AND RESPONSIVE BIDDER, OR RESOLICIT BIDS.

6.0 PAYMENT

- A. The City shall not pay Contractor for services either not provided or not provided in accordance with this Specification during any monthly payment period. The City will deduct an amount from the total amount due for those services not so provided as follows:
 1. Floor Finishing (including baseboards, sweeping, vacuuming, scrubbing, buffing, damp and wet mopping, etc) - 30%
 2. Spot Cleaning - 30%
 3. Clean/Restock Rest-rooms (showers if applicable) - 15%
 4. Dusting (including, but not limited to, picture frames, tops of lockers and file cabinets) - 10%
 5. Heating, Air Conditioning and Ventilating Vents - 10%
 6. Waste Collection and Removal - 10%
 7. Stairways, Elevators, Drinking Fountains - 10%
- B. Nothing in the foregoing provision shall diminish nor abrogate the City's rights pursuant to the "Default" clause or other terms and conditions of the Agreement.

Invoices from the Contractor shall be processed and paid as set forth in Section IV of the Agreement.

7.0 BACKGROUND SCREENING

- A. Contractor, at Contractor's sole cost and expense, must obtain a "Criminal Background Check Report" from the Florida Department of Law Enforcement (FDLE) on all of Contractor's employee assigned to work at a City location prior to such employee commencing work at any City location. Such checks shall be updated annually thereafter unless otherwise agreed in writing by the City. Copies of the initial FDLE report shall be provided to the City's Purchasing Department prior to assignment of any employees to a City location and within ten (10) days of receipt thereafter.
- B. Prior to providing the FDLE report to the City, Contractor must obtain the written consent of any assigned employees to release all background check reports to the City and to allow the City to perform its own additional criminal background investigation of any assigned employee at any time should the City so desire in its sole discretion. The City in its discretion may provide a form for the Contractor to sign and have its employees sign for such purpose. Written consent must be provided to the City when providing the FDLE report.
- C. No employee of Contractor shall be permitted to work at a City location if at the City's discretion, the City determines that the Contractor's employee is not eligible to work at a City location based on the results of the Criminal Background Check Report. The City will notify the Contractor promptly of any such determination.

8.0 SECURITY REQUIREMENTS

- A. The Contractor shall be responsible for keeping the building(s) locked while janitorial services are performed, and exclude all unauthorized persons. The Contractor shall be responsible for locking and securing all doors and windows and leaving lights off when the Contractor or the Contractor's employees leave assigned work areas.
- B. As needed, the Contractor shall be issued keys to the buildings in which the janitorial services shall be provided. In the event of contract termination or upon completion of the contract, all monies due the Contractor shall be withheld until the Contractor has surrendered all the keys issued.
If the Contractor is unable to produce any of the keys issued, the Contractor shall assume full financial responsibility for changing the affected locks and providing the necessary keys for the new locks.
- C. The Contractor shall be required to pay for the replacement of locks should it be determined by the City that such replacement is necessary for the reason of lost key(s) by the Contractor.

9.0 OPERATOR SAFETY, OSHA RULES

- A. All employees of the Contractor must follow normal safety rules as recommended by OSHA such as safe handling of all equipment, safe handling of chemicals, etc., and follow any safety rules enforced by the City, which will be explained to the winning bidder.

- B. Contractor employees will be trained at the Contractor's expense and follow all Federal, State, and Local laws and OSHA regulations and guidelines.
- C. Contractor shall perform initial and ongoing training, at no additional cost to the City, for janitorial supervisory employees and staff in proper handling of bloodborne pathogens and other potentially infectious materials as defined by OSHA bloodborne pathogens Standard (29 CFR 1910.1030). Contractor employees shall use such procedures when blood and/or any other type of other potentially infectious materials are involved. Employees shall be trained prior to starting janitorial services.

END OF SECTION

ATTACHMENT “A”

Areas and Type of Floor Coverings in Various Buildings (Type of flooring and areas are estimates and subject to change. Contractor will be able to view all areas at pre-bid meeting in order to properly estimate their pricing.)

3.1 GARDEN HOUSE AT LEU GARDENS

<u>First Floor</u>	<u>Length (ft.)</u>	<u>Width (ft.)</u>	<u>Area (sq. ft.)</u>	<u>Floor Covering</u>
Banquet Room	80	42	3,360	Carpet
Back Screened Porch	80	20	1,600	Concrete
Front Porch	80	20	1,600	Concrete
Lantern Room	28	28	784	Carpet
Pre-function	42	28	1,176	Carpet
Orchid Room	42	28	1,176	Carpet
Rose Room	32	28	896	Carpet
Gallery	42	8	336	Carpet
Bride Room	14	10	140	Carpet
Groom Room	8	6	48	Carpet
Service Corridor	80	8	640	Vinyl
Volunteer Lounge	8	8	64	Carpet
Facilities Manager's Office	10	8	80	Carpet
Palm Room	34	24	816	Vinyl Tile
Classroom Hall	24	5	120	Vinyl Tile
Restroom (2)	32	10	320	Ceramic Tile
Restroom (2)	12	10	120	Ceramic Tile
Reception Hall	22	22	484	Porcelain
Stair Hall	25	22	550	Porcelain
Reception Room	10	7	70	Carpet
Library	25	22	550	Carpet
Vending Room	12	6	72	Ceramic Tile
Warming Kitchen	4	10	40	Vinyl Tile

Second Floor

Director's Office	16	10	160	Carpet
Conference Room	22	15	330	Carpet
Reception Area	24	12	288	Carpet
Staff Work Stations	30	13	390	Carpet
Copy Room	13	10	130	Carpet
Kitchen & Employee Break Rm.	14	10	140	Carpet & Vinyl
Restroom (2)	10	8	80	Ceramic Tile
Fire Stairs	30	5	150	Concrete
Admin. Assistant Office	16	10	160	Carpet
Booking Office #1	15	12	180	Carpet
Booking Office #2	15	8	120	Carpet
Archives Room	30	8	240	Vinyl
Herbarium	20	10	200	Vinyl
Botanical Records Spec. Office	10	10	100	Carpet

3.2 LEU HOUSE MUSEUM

2 Floors 3,500 Sq Ft Mostly Wood Floors with Asian & Middle East Carpets

3.3 GARDEN COTTAGE

912 Sq Ft Carpet and 75 Sq Ft Restroom

3.4 HORTICULTURE BREAK ROOM & MAINTENANCE GARAGE RESTROOM

960 Sq Ft Red Clay Tile
500 Sq Ft Concrete Floor

3.5 CURATOR'S OFFICE

618 Sq Ft Carpet

3.6 PUBLIC RESTROOMS, BRIDAL & GROOM'S ROOM

1,500 Sq Ft Combination of Ceramic Tile and Carpet

3.7 MENNELLO MUSEUM

Room	Area	Type of Floor
Gallery 1	1136 sq. ft.	Wood
Gathering Room	505 sq. ft.	Wood
Lanai Room	1085 sq. ft.	Tile
Entry	96 sq. ft.	Tile
Rest Rooms	74 sq. ft.	Tile
Gift Anteroom	80 sq. ft.	Tile
Gift Shop	260 sq. ft.	Carpet
Kitchen	83 sq. ft.	Tile
Hallway Rm 109	84 sq. ft.	Carpet
Director's office	190 sq. ft.	Carpet
Staff Room	176 sq. ft.	Carpet
Storage Access	213 sq. ft.	Cement
Gallery 2	845 sq. ft.	Wood
Basement	300 sq. ft.	Carpet
Basement	300 sq. ft.	Tile Ceramic
Basement Alcove	100 sq. ft.	Linoleum

ATTACHMENT “B”

LOGBOOK FORMS

**Annual Janitorial Services Agreement for Various Buildings
at Harry P. Leu Gardens and the Mennello Museum of American Art**

INVITATION TO BID # BI09-2508

Cleaning Services

Harry P. Leu Gardens

Week of _____

	Place a ☐ in the box when task is completed						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Garden House							
Daily Items							
Office Furniture							
Ash cans (outside)							
Waste cans (inside and out)							
Glass entrances							
Vacuum all carpeting							
Dust, mop front hall							
Front and back porches swept							
Wash tables, sinks and counters							
Buff vinyl floors							

Restrooms							
Floors swept and mopped							
Mirrors cleaned							
Polish metal							
Clean and sanitize toilets and urinals							

Periodic Basis							
Baseboards, sills and door frames							
Exposed AC vents							
High dusting							
Blinds							
Vinyl floors stripped and waxed every 3 mos..							

**Annual Janitorial Services Agreement for Various Buildings
at Harry P. Leu Gardens and the Mennello Museum of American Art**

INVITATION TO BID # BI09-2508

Cleaning Services

Harry P. Leu Gardens

Week of _____

	Place a ☐ in the box when task is completed						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Leu House Museum							
Daily							
Empty trashcans							
Two times per week							
Wood floors swept and mopped							
Stairs and landings swept							
Baseboards							
Vacuum carpets							
Mirrors and glass							
Floors in kitchen and sitting room							
Restrooms							
Remove dust in ceiling ____?							
Periodic Basis							
Screened porch							
Restrooms wiped with germicidal solution							
Garden Cottage							
Cleaned / days a week as needed							
Curator's Office							
Three times per week							
Office furniture							
Waste Containers							
Glass entrances, partitions							
Vacuum carpets							

Restroom							
Floors swept and mopped							
Walls and partitions							
Mirrors							
Polish bright metal							
Clean toilets and wash basins							

**Annual Janitorial Services Agreement for Various Buildings
at Harry P. Leu Gardens and the Mennello Museum of American Art**

INVITATION TO BID # BI09-2508

Cleaning Services
Harry P. Leu Gardens
Week of _____

	Place a ☐ in the box when task is completed						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Periodic basis							
Baseboards, sills and ledges							
Exposed air conditioning vents							
High dusting							
Blinds							
Vinyl floors stripped and waxed							

	Place a $\checkmark$ in the box when task is completed						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Public Restrooms, Bride and Groom Rooms							
Daily Items							
Ash can emptied							
Trashcans outside and inside cleaned and emptied							
Glass doorways							
Vacuum all carpeting							
Tables, chairs and counters							
Restrooms							
Floors swept and damp mopped							
Walls and stalls							
Mirrors							
Polish bright metal							
Clean toilets, urinals and wash basins							
Periodic Basis							
Baseboards, silk, moldings, doors and door frames							
Exposed AC vents							
High dusting							
Blinds							
Horticulture Break room							
Daily							
Restroom							
Floors swept and damp mopped							
Walls and stalls							
Mirrors							
Polish bright metal							
Clean and sanitize toilets and urinals							
3 times per week							
Tables, chairs , sink and counters							
Floors swept and mopped							
Baseboard, door frames and ledges							

**The Mennello Museum of American Art
Janitorial Service Checklist Instructions**

3x Weekly Service.

A member of the Museum staff will complete checklist and make comments.

Contractor shall check the previous workdays comments and should correct any missed items.

Contractor shall initial all “NO” items, any comments they have can be noted on the sheet.

For all weekly, monthly and quarterly lists.

Contractor shall log the date when they complete these tasks.

A museum staff member will check and make comments. If there are discrepancies, they will note them on the worksheet.

Contractor shall double check log and correct any problems.

The Mennello Museum of American Art
Janitorial Service Checklist
3x week

Date of Cleaning _____
Date of Check _____
Checked By _____

Garage	Yes	No
All trash taken		
Floors reasonably clean		
Kitchen	Yes	No
Trash emptied		
Floor Swept and mopped		
Sink and counter clean		
Lobby	Yes	No
Windows Clean		
Floors vacuumed and mopped		
Literature rack dusted		
Restrooms	Yes	No
Floors mopped		
Walls cleaned		
Mirror cleaned		
Toilets and washbasins cleaned		
Paper towels, hand soap and toilet paper restocked		
Gallery 1	Yes	No
Rugs vacuumed, floors clean		
Gallery 2		
Rugs vacuumed, floors clean		
Gallery 3		
Rugs vacuumed, floors clean		
Gallery 4		
Rugs vacuumed, floors clean		
Gallery 5		
Rugs vacuumed, floors clean		

Date of Cleaning _____
Date of Check _____
Checked By _____

[illegible]

The Mennello Museum of American Art
Janitorial Service Checklist
Weekly

Date of Cleaning _____
Date of Check _____
Checked By _____

Cleaned weekly	Date Done	Yes	No	MM
Baseboards				
Moldings				
Ledges				
Door frames				
Dusting				
File cabinets				
Book shelves				
Cobwebs				

The Mennello Museum of American Art
Janitorial Service Checklist
Quarterly/Monthly
Cleaned Quarterly

Date of Cleaning _____
Date of Check _____
Checked By _____

Vinyl floors	Date Done	Yes	No	MM
Stripped and waxed				
Wood floors				
Buffed, stripped and cleaned				
Cleaned monthly	Date Done	Yes	No	MM
Air conditioning vents				
Blinds				
Cleaned monthly	Date Done	Yes	No	MM
Air conditioning vents				
Blinds				
Cleaned monthly	Date Done	Yes	No	MM
Air conditioning vents				
Blinds				

The Mennello Museum of American Art
Janitorial Service Checklist

Date of Cleaning _____
Date of Check _____
Checked By _____

Cleaned monthly	Date Done	Yes	No	MM
Air conditioning vent				
Blinds				

**"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. **BI09-2508**, opening at **3:00 p.m., Local Time, City of Orlando, Florida**, on **Thursday, September 3rd, 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 **3:00 p.m., Local Time, City of Orlando, Florida, on Thursday, September 3rd, 2009**. Bids will not be accepted after this time and date.
- b. Each bid shall be submitted in a sealed envelope prior to the time established for opening of bids, and the envelope shall be marked with the bid number, title of the bid, and bid opening date.
- c. If submitted by mail, the envelope shall be enclosed in another envelope addressed to the Director of Purchasing. If submitted otherwise than by mail, it shall be delivered to the Office of the Director of Purchasing.
- d. Sealed bids are to be addressed as follows for either mail or hand delivery:

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

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

2. WITHDRAWAL OF BIDS:

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

3. EVALUATION OF BID AWARD:

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

4. BIDDER'S CERTIFICATION FORM:

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

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

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

5. AMENDMENTS:

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PURCHASING AND MATERIALS MANAGEMENT DIVISION PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE BID.

IF YOU HAVE DOWNLOADED THIS BID FROM THE INTERNET, PLEASE ENSURE THAT YOU ALSO DOWNLOAD ALL SUCH ADDENDA.

THE FAILURE OF A BIDDER TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDA THAT AFFECTS THE BID PRICE(S), IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

6. "NO BID" RESPONSE FORM:

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

7. EXCEPTIONS TO TERMS AND CONDITIONS:

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

8. PERIOD OF OFFER VALIDITY:

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

9. FAMILIARITY WITH SITE CONDITIONS:

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

10. RIGHT TO AUDIT RECORDS:

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

11. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period

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

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

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

12. AWARD OR REJECTION OF BIDS:

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

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

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be required or secured.

13. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- a. To ensure fair consideration for all bidders, the City prohibits communication to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, the city prohibits communications initiated by a bidder to **any** City Official or employee evaluating or considering the bidder (**up to and including the Mayor and City Council**), prior to the time an award decision has been made. Any communication between bidder and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder **shall** be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future proposal.

- b. Any questions relative to interpretation of specifications or the bid process, shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.
- c. It will be the responsibility of the bidder to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. Direct inquiries to:

David Billingsley, Purchasing Agent III
City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2897
Fax (407) 246-2869
Email: david.billingsley@cityoforlando.net
Website: <http://www.cityoforlando.net>

14. **BIDDER'S SIGNATURE:**

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

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

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

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

15. SELECTION/REJECTION OF OPTIONS:

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

16. SUBMITTAL OF BIDS:

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

17. BID TABULATION:

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

18. BID INFORMATION:

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

19. APPLICABLE LAW

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

20. BIDDER QUALIFICATION:

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

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

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

21. MANDATORY PRE-BID CONFERENCE:

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

22. FAILURE TO EXECUTE AGREEMENT:

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

23. TRADE NAMES:

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

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

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

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

24. DISCOUNTS:

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

25. EXECUTION OF AGREEMENT:

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

26. PUBLIC ENTITY CRIMES:

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

27. FLORIDA PROMPT PAYMENT ACT:

1. Proper Invoice

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

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

- e. an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

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

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

2. Dispute Resolution

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

28. **BIDDERS WARRANTY:**

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

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

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

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

30. INSURANCE/PERFORMANCE BONDS:

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

31. DRUG-FREE WORKPLACE CERTIFICATION:

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

32. AMERICANS WITH DISABILITIES ACT:

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

33. PURCHASING CARDS:

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

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

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

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

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

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

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

34. LIVING WAGE POLICY:

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

More particularly, this provision shall apply to single and multiple award contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one-contract year.

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

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

35. RECIPROCAL LOCAL PREFERENCE:

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

36. EMERGENCY SUPPORT:

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

37. MULTIPLE AWARDS:

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

38. SUBCONTRACTORS:

The Contractor shall have the right to employ subcontractors provided, however, that the Contractor shall: 1) inform the City as to what particular services the subcontractors shall be employed to do; 2) inform the City as to what extent (what percentage) of the total Project Services each subcontractor shall be employed to do; 3) be solely responsible for the performance of all of its subcontractors including, but not limited to, their maintenance of schedules and performance of services, and the resolution of all contract disputes; 4) terminate the use and services of any subcontractors upon receipt of written notice from the City (which may be made for the City's convenience);

5) promptly replace each such terminated subcontractor with a subcontractor of comparable experience and expertise; 6) cause a subcontractor to remove any employee(s) from a Project at the City's request (again for the City's convenience); 7) assure that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise. It is also understood that the City does not, by accepting a subcontractor, warrant or guarantee the reliability of effectiveness of their services.

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

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

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

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

The Contract with the City shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor, and in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section.

To the extent feasible, the provisions of the Contract with the City shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall not make any subcontractor a party to the Contract with the City, nor a third party beneficiary thereof.

39. ORDER OF PRECEDENCE

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

**ANNUAL JANITORIAL SERVICES AGREEMENT FOR VARIOUS BUILDINGS AT
HARRY P. LEU GARDENS AND THE MENNELLO MUSUEM OF AMERICAN ART**

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.

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

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

City, State and Zip

Area Code/Telephone Number

Date: _____, 2009

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**