

Mayor
Buddy Dyer



Director of Purchasing and Materials Management
Rhonda Scott, C.P.M., CPPO, FCCN

Procurement Manager
Roger Cooper, C.P.M.

**CITY OF ORLANDO
INVITATION FOR BID (IFB)**

DATE OF ISSUE: November 17, 2009

IFB DUE DATE: Monday, December 21, 2009

IFB DUE TIME: 3:00 p.m., Local Time, City of Orlando, FL

BID DELIVERY LOCATION: Purchasing and Materials Management Division
400 South Orange Avenue, Fourth Floor
Orlando, FL 32801

IFB TITLE: *Bid opening held at same location.*
ANNUAL AGREEMENT FOR CONCESSION
OPERATIONS AT RECREATION FACILITIES

IFB NO: IFB10-0006A
*(IFB NUMBER MUST BE PLACED ON FRONT OF
ENVELOPE)*

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Diane Tisdale, Purchasing Agent III
Phone: (407) 246-2563
Email: Diane.Tisdale@cityoforlando.net

BUSINESS NAME & ADDRESS

Business Name

Address

City, State, Zip

()
Contact Person / Telephone Number

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



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**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BID FOR THE
ANNUAL AGREEMENT FOR CONCESSION OPERATIONS AT RECREATION FACILITIES**

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, 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.

BID CHECK LIST

Bidders should use the following bid check list to verify all submittals:

_____ Solicitation Cover Sheet.

_____ Bidder's Certification Page Signed and Notarized.

_____ Addenda Receipt: **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.**

_____ Supplier References.

_____ MBE/WBE information provided as required on the form attached hereto.

_____ Recycled Content Questionnaire, if applicable.

_____ Invitation for Bid Price Form (Unit Price and Total Price Columns completed).

Special Items (Applicable to this Bid Only):

- _____ 1. Bid Bond (if applicable) _____
_____ 2. _____
_____ 3. _____

Sealed Bid Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the bid submittal. The label will facilitate the Purchasing Agent to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED BID ENCLOSED

(To be opened by Procurement official noted below)



Company's Name: _____

Company's Address: _____

Company's Telephone Number:
(____) _____

City of Orlando

Purchasing and Materials Management Division

Attention: Purchasing Agent: _____

400 S. Orange Ave., 4th Floor

Orlando, FL 32802-4990

Solicitation No.: _____

Solicitation Title: _____

Solicitation Due Date & Time: _____ P.M., Local Time, City of Orlando, FL

INVITATION FOR BID AWARD INFORMATION

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

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

A. Onvia by DemandStar's website:

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

If you are interested in obtaining award information, copy and paste the above link into your web browser. Choose the solicitation in which you are interested and click on **"Details"** on the far right hand side of the screen. Under the section titled **"Bid Status Text"**, you may view Bid information.

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

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

You may also access the same Onvia by Demandstar information by visiting this Purchasing and Materials Management Division's website. Copy and paste the above link in your web browser. On the beige menu bar located on the left hand side of the page, under the **"Other Links"** section, click on the link **"View Current Bids"**, and then click on **"Current Bids"**. 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.

2. You may visit the Purchasing and Materials Management Division and obtain award information, solicitation packages, addendums, etc. Our office is located at:

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

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

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

NON-MANDATORY PRE-BID CONFERENCE

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

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

On

Monday, December 7, 2009 at 10:00 a.m., Local Time, City of Orlando, FL

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

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION

A **Non-Mandatory** Pre-Bid Conference will be held **City of Orlando, Purchasing and Materials Management Division, 400 S. Orange Avenue, 4th Floor, Orlando, FL 32802 on Monday, December 7, 2009 at 10:00 a.m., Local Time, City of Orlando, FL.**

Please return this form by: Friday, December 4, 2009

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

PLEASE CHECK:

We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached. (Please use "Written Questions" form included in Attachment "A").

_____ 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

THE FORMS AS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID. RETURN ONE (1) ORIGINAL AND ONE (1) COPY.

1. COVER PAGE.
2. BIDDER'S CERTIFICATION.
3. ADDENDUM RECEIPT VERIFICATION.
4. REFERENCES.
5. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION.
6. RECYCLED CONTENT QUESTIONNAIRE (IF APPLICABLE).
7. EQUIPMENT LIST/DESCRIPTION.
8. BID PRICE FORMS.

NOTE: Failure to complete and return required forms 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 for Bid, Instructions to Bidders, General, Standard and 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 PRINCIPAL 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 _____
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

SERVICE REFERENCES

Bidder shall submit as a part of the Bid package, a minimum of three (3) of the most significant and similar projects completed within the last three (3) years.

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

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

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

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

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

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION:

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

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

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

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

Business Name: _____

Certification Number: _____

Expiration Date: _____

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

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

RECYCLED CONTENT QUESTIONNAIRE

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

Product bid contains recycled content?

Yes _____ No. _____

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

Yes _____ No. _____

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

Yes _____ No. _____

EQUIPMENT LIST/DESCRIPTION

This form is to be utilized to submit a list of equipment the Bidder has on hand to perform the work. The City's representative may ask to view the equipment before bid award. If the Bidder intends to lease equipment, the type of equipment to be leased and from whom, is to be noted below:

<u>Item</u>	<u>Model/Year</u>	<u>Manufacturer</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____

BID PRICE FORM

You are invited to Bid on the following:

Annual Agreement for Concession Operations at
Recreation Facilities

Item No.	Estimated Annual Sales	Unit	Description	Unit Price	Total
			The Concessionaire is to specify herein the User Fee to be paid to the City from the Food and Beverage Concession Operations listed below in accordance with the terms and conditions outlined in the attached specifications. Multiply the estimated Annual Sales column by the percentage the Concessionaire will pay the City and the total which will be paid to the City will be entered in the Total column. The Estimated Annual Sales listed is for bid evaluation purposes only and is no guarantee and should not be construed as representing actual annual sales.		
1.	\$17,500		<u>Indoor Concession</u> Lake Fairview Park Ball Field	_____ %	\$ _____
2.	\$20,500		<u>Mobile Concessions</u> (As needed at the following locations. Other locations may need service occasionally.) A. Englewood Neighborhood Center/ Ball Field B. Dr. James R. Smith Neighborhood Center Ball Field C. John H. Jackson Neighborhood Center/Ball Field D. Hankins Park E. Trotters Park F. Downtown Recreation Complex G. Emery Hamilton Complex H. Airport Lakes	_____ %	\$ _____

Total Bid (This Page) \$ _____

Vendor Initials _____

BID PRICE FORM

You are invited to Bid on the following:

Annual Agreement for Concession Operations at
Recreation Facilities

Item No.	Quantity	Unit	Description	Unit Price	Total
			The quantities on the following Menu Items will be used for bid comparison purposes only and should not be construed to indicate actual quantities to be sold. The unit price bid on these items will be used as the menu pricing on the contract and cannot be changed without prior approval of the City. MENU WILL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (Any changes to menu items and pricing must be approved, in advance, by the City's representative.)		
3.	1	EA	Hot Dog	\$_____	\$_____
4.	1	EA	Hamburger	\$_____	\$_____
5.	1	EA	Slice of Pizza	\$_____	\$_____
6.	1	EA	Hot or Cold Sub Sandwich	\$_____	\$_____
7.	1	EA	Hot or Cold Sandwich	\$_____	\$_____
8.	1	EA	Candy	\$_____	\$_____
9.	1	EA	Chips	\$_____	\$_____
10.	1	EA	Ice Cream	\$_____	\$_____
11.	1	EA	Hot Drink	\$_____	\$_____
12.	1	EA	Bottled Water or Canned Soda	\$_____	\$_____
13.	1	EA	Fountain Drink	\$_____	\$_____

Total Bid (This Page) \$_____

TOTAL BID \$_____

Vendor Initials _____

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

**SPECIFICATIONS FOR ANNUAL AGREEMENT FOR CONCESSION
OPERATIONS AT RECREATION FACILITIES**

I. SCOPE:

This solicitation is to contract for a Concessionaire to manage and operate the specified concession services at the Lake Fairview Park Ball Fields as well as any other additional mobile concessions, as needed, for the selling of foods and beverages to the general public.

A. FOOD CONCESSION OPERATION – LAKE FAIRVIEW PARK

1. The Concessionaire will be given the exclusive right to operate the food concession at the Lake Fairview Park Ball Fields- 2200 Lee Road, Orlando, FL 32810 during the following operating hours:

-Week day evenings: 6:00 p.m. to 9:30 p.m.

- Saturdays: 4:00 p.m. to 10:00 p.m.

- Sundays: 4:00 p.m. to 10:00 p.m.

If the City directs that the Concession be closed, the City shall not be liable for any loss of income due to said closure.

2. The City will provide indoor Concession Facilities to the Concessionaire to prepare, sell, and serve food and beverage items to the public in accordance with the terms and conditions herein. This indoor Concession is provided to the Concessionaire in an "as is" condition. Any required repairs, modifications, changes, additions, etc., to comply with applicable local, state and federal laws, codes, regulations and ordinances, are the responsibility of the Concessionaire. The City expects, as a minimum, but not limited to, a complete thorough cleanup and repainting on an annual basis.
3. Equipment that will be used in the performance of this Contract must be listed on the attached Equipment List. Prior to award, a City representative, will be given the opportunity to examine this equipment.

B. MOBILE CONCESSIONS

1. The Concessionaire must provide fully self-supporting motorized trucks or trailers with motorized drive units as mobile Concessions to prepare, serve, and sell food and beverage items to the public at the Facilities listed below. Other locations may be added at the City's discretion. The Families, Parks, and Recreation Director or designee, will approve all mobile Concession trucks or trailer and their drive units for use at their Facilities.

- Engelwood Neighborhood Center, 6123 LaCosta Drive

- Dr. James R. Smith Neighborhood Center, 1723 Bruton Boulevard
- John J. Jackson Community Center, 1002 West Carter Street
- Trotter's Park, 2105 Lee Road
- Orlando Downtown Recreation Complex, 649 Livingston Street
- Airport Lakes Park, 7098 Shadowridge Dr.
- Emery Hamilton Complex, West 50- Colonial Drive

All trucks and trailers, including their drive units, must not generate offensive noise levels and must be clean and neat on the interior and exterior at all times. All units shall remain stationary once in place on the Facility grounds and shall be removed upon completion of the day's activities at any location scheduled.

2. The Concessionaire is to staff the mobile Concession at all times in order to handle patron demand efficiently. The Families, Parks, and Recreation Director or designee, will perform periodic review of the Concessionaire's staffing levels to determine if patron demand is being met efficiently and whether or not the Concessionaire will be required to increase staff. If additional staff is required, it will be at the Concessionaire's sole expense.
3. Hours of operation of the Mobile Concession must receive prior approval of the Families, Parks and Recreation Department Director. If a modification in said hours occurs, the Concessionaire's hours of operation shall be as directed by the Families, Parks and Recreation Director or designee. Moreover, the Families, Parks and Recreation Director or designee must approve any changes to that schedule. Should the City direct that the Concession be closed, the City shall not be liable for any loss of income due to said closure.
4. The City reserves the right to prepare, sell, distribute, or serve foods – or otherwise provide concessions, programs, or novelties to facility users as a means of encouraging charity functions or other public or private events.

II. MENU AND PRICING

- A. The Concessionaire is only authorized, for the term of this Agreement, to sell those foods, beverage and miscellaneous "snack bar" type items listed in the bid pricing pages. All foods, drinks, beverages, confectionery, refreshments, and the like sold or kept for sale, shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, and municipal food and other laws, ordinances, and regulations.

Concessionaire shall maintain the highest available rating from the applicable Health Department inspections. Food must be approved by the City prior to sale.

Adequate inventory levels of all approved food, beverage, and miscellaneous items must be kept by the Concessionaire to meet patron demand. If the Concessionaire fails to meet demand due to low inventory levels, the Families, Parks and Recreation Director or designee, will set required inventory levels.

B. NO ALCOHOLIC BEVERAGES WILL BE ALLOWED FOR SALE.

C. The pricing of each food, beverage, or miscellaneous item, as specified in the bid pricing pages, is to remain firm for the term of this Agreement unless otherwise requested by the Concessionaire and approved by the appropriate City representative.

D. The Concessionaire must affix a sign (to include pricing) to both the indoor and mobile Concessions in plain view of those patrons standing and waiting for service.

III. USER FEE

A. The Concessionaire is to specify herein the monthly User Fee percentage to be paid to the City from the Food and Beverage Concession.

B. User Fee When Premises Not Usable

The Concessionaire shall not be obligated to operate the Concession or to pay a User Fee during times when all of the Concession Area is not usable through no fault or negligence of the Concessionaire, its employees, or agents.

C. Gross Receipts

The term "Gross Receipts From Sales" shall mean the total sales of all food, beverage, and miscellaneous items sold as well as the charges made for all services performed by Concessionaire in or upon any part of the premises, whether for cash or on credit (whether collected or not) pursuant to this Agreement.

The following are allowable deductions that will be subtracted from the total monthly sales:

1. Federal, State, Municipal or other Governmental Excise Taxes (except Federal Manufacturer's Excise Taxes;
2. Receipts from the sale of grease or other scrap material resulting from the operation of Concessionaire's business conducted from or at the Concession area.

IV. MISCELLANEOUS REQUIREMENTS

A. Utility Service

The City will pay for all reasonable amounts of water and electricity used by the Concessionaire for the indoor facility at Lake Fairview. The City will not provide water or power for the Mobile Concession operations of the Concessionaire.

B. Trash Removal

The Concessionaire is responsible for picking up all trash produced within at least a fifty (50) foot radius from the point of sale at the Indoor facility at Lake Fairview, as a result of their Indoor Concession Operations, and a seventy-five (75) foot radius from the point of sale for Mobile Concessions.

C. Maintenance by Concessionaire:

The City will maintain only the exterior of the Indoor Concession at Lake Fairview, including electrical lines, exterior piping for electric and water, and HVAC systems.

1. The Concessionaire must fully maintain the interior of the indoor Concession, including, but not limited to sewage piping, monthly pest control services, portable HVAC systems, and phone lines. The concessionaire is also responsible for all operating equipment; utility services, such as electrical, gas, and phone (including hookups if required for new service) as well as related fixtures and connections, if applicable; janitorial services; trash and garbage removal; daily policing of the grounds in close proximity to the Concession to remove litter; and grease trap and lift station cleaning. Such maintenance shall be at the Concessionaire's sole expense and will be subject to general inspection by the City to insure that the continuing quality of maintenance and appearance and physical condition of the Concession are commensurate with maintenance, health, and safety standards established by the City.
2. The Concessionaire will provide all other related services necessary to maintain the Concession in good safe, sanitary, and neat condition.
3. The City will transfer the Concession over to the Concessionaire in "as is" condition. Any additions, changes, deletions, redecorating, repairs, and remodeling to the interior of the Lake Fairview Facility must be first approved by the Families, Parks and Recreation Director or her designee.

4. In the event that said premises shall not be kept by the Concessionaire, as herein required, the City may enter said premises (without such action causing or constituting a termination of this Agreement or an interference with the possession of the premises by the Concessionaire) and may cure the default of the Concessionaire. Should the City consider such an action necessary, the Concessionaire agrees to reimburse the City for all reasonable costs and expenses incurred by the City in curing such default -- in addition to the User Fee hereby reserved.

D. Fire or Other Casualty:

In the event that the indoor facility at Lake Fairview or other space, in which the Concession is located, shall be damaged or destroyed by fire or other casualty, said space shall be promptly repaired, rebuilt, or abandoned by the City at its discretion. However, the City shall not be obligated to repair or rebuild any improvements made by the Concessionaire pursuant to this Agreement - or repair or rebuild any fixture, equipment, and other property installed by Concessionaire pursuant to this Agreement.

E. Taxes:

The Concessionaire shall pay any and all taxes or special assessments, which may be levied or assessed upon the Concession granted hereunder. The Concessionaire shall pay all taxes on its own personal property and premise described herein. Concessionaire shall be responsible for all sales taxes, which may arise in connection with the operation of its business.

F. Signs:

Concessionaire shall not attach/affix (or permit the attachment of) any flags, placards, signs, poles, wires, aerials, antennae or fixtures to the outside of the premises, without the prior written consent of the Families, Parks and Recreation Director or designee.

All flags, placards, signs, poles, wires, aerials, antennae, or fixtures that the Families, Parks and Recreation Director, or designee, has given permission to attach, to the outside of the premises, must be done so in accordance with all City, County and State laws, ordinances, rules and regulations.

G. Permits and Licenses:

The Concessionaire shall obtain, at their own expense, all permits and licenses (such as City Occupational License, County Occupational License and Department of Business Regulation Hotel and Restaurant License) which may be required by any governmental agency.

Moreover, the Concessionaire shall adhere to all applicable laws and ordinances of the City, Orange County, State of Florida, and Federal Government. The City must be provided copies of all such documents prior to Contract award.

H. Default:

In any of the following events, the Director of Purchasing, at any time hereafter, shall have the right at her election to immediately terminate this Agreement.

1. Failure to Pay User Fee

In the event the Concessionaire shall fail to pay the User Fee in the amounts, at the times, and in the manner herein specified.

2. Violation of Covenant

In the event the Concessionaire shall fail to keep and perform (or violate) any of the terms, covenants, and conditions of this Agreement and otherwise not cure or correct such failure or violation within ten (10) days after written notice thereof shall have been given to Concessionaire (or immediately should the violation affect the health, safety, and welfare of the Concessionaire's employees, City employees, or the public).

I. Inspection:

The City shall have the right to inspect, as deemed necessary, any and/or all of the Concessionaire's operations, including plants, warehouses and (when accompanied by the Concessionaire's representative) other sources, who prepare or supply food, milk, beverage, or other items, to insure full compliance with health and sanitation standards. Based upon such inspections, the City may reject any food, milk, beverage, or other items not conforming to health sanitation standards.

Food handling procedures and personnel must meet standards of cleanliness and neatness, which meet the required standards of the health department.

J. Disposition of Equipment:

Upon the termination of this Agreement by lapse of time or otherwise (except for Concessionaire's default), the Concessionaire shall have the right (or obligation upon direction of the City) to remove, without damage to City property or premises, all equipment and personal property installed or located within the Concession. However, this removal does not include pipes, conduit, and wiring (which Concession may have installed and which may be affixed to or embedded in walls, ceilings, or floors).

Concessionaire shall have a reasonable time, not to exceed fifteen (15) days, to remove such equipment and personal property and shall, within twenty (20) days, restore the premises to the condition (ordinary wear and tear excepted) of said property before such installations. The City shall conclude that the Concessionaire has abandoned any such equipment and personal property which has not been removed within said fifteen (15) days (unless the City has granted an extension in writing for this purpose).

K. Courtesy to the Public:

In all circumstances, the Concessionaire (through its employees, agents, and representatives) shall exercise courtesy and consideration in its relations with the public.

The City shall have the right to require the removal of any employee, agent, and/or representative that the City (in its sole discretion) has not exercised courtesy and consideration in his relations with the public.

L. Rules and Regulations:

The Concessionaire shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of this Agreement, be promulgated by the Families, Parks and Recreation Director or designee, or other lawful authority, for the care, operation, maintenance, and protection of the Facilities).

M. Right of Access:

The City hereby grants to the Concessionaire the right of access and ingress to and egress from the premises by the Concessionaire and its employees, contractors, suppliers, servicemen, sub-lessees, guests, patrons and invitees (provided, that such rights of access, ingress, and egress are, at all times, exercised in conformance with any and all regulations promulgated by the Families, Parks and Recreation Director or designee, or other lawful authority, for the care, operation, maintenance and protection of the Facilities and the public - and applicable to all users of said Facilities).

N. Non-liability of City to Concessionaire in Operations:

The City shall not be liable to the Concessionaire (including its agents, representatives, or employees) for any injury to (or death of) any person; for any damage to the Concessionaire's property; or for the loss of revenue caused by any third persons in the maintenance, construction or operation of said Facilities; by its appurtenances, facilities and equipment; or by any third persons using the said Facilities or its appurtenances, facilities or equipment - whether such injury, death or damage is due to negligence or otherwise.

Third persons as used herein shall include all agencies of the United States and State of Florida as well as all persons other than the City.

The Concessionaire is responsible for all damage or loss by fire, theft, or otherwise to vending machines (including their contents), materials, tools, equipment, and consumables left on City property by the Concessionaire.

O. Closing of Concession Areas:

The City maintains the right to close any part (or all) of the Facilities either permanently or temporarily. If the Facilities are thereafter re-opened, during the term of this Agreement, the Concessionaire shall upon approval by the City, commence servicing said Facilities again.

P. Reports:

1. Monthly

On or before the tenth (10th) day of each calendar month during the term of this Agreement, Concessionaire shall deliver to the Families, Parks and Recreation Director or her designee, a report (certified in writing by an officer of the Concessionaire for correctness) showing gross receipts from sales applicable to the Concessions.

The report shall include beginning inventories with additions and subtractions thereto, ending inventories, units sold, dollar price per unit, and total dollar amount and volume sold per item.

2. Yearly

Within ninety (90) days from the end of the Concessionaire's fiscal year during the term of this Agreement, the Concessionaire shall deliver annually to the Families, Parks and Recreation Director (or designee) a certified statement (prepared by an Certified Public Accountant acceptable to the City) showing gross receipts from sales applicable to the Concession for the preceding Concessionaire's fiscal year. Said report shall show separate amounts by Concession indoor, vending, or mobile as appropriate.

Q. Non-Exclusive Rights:

It is expressly herein provided that the rights and privileges granted are non-exclusive, and nothing contained herein shall preclude the City from entering into other agreement(s) with any other party or parties during the term of the Agreement for the sale in any part of the Facilities except the Concession for the same or similar merchandise which Concessionaire is permitted to sell hereunder.

1. Non-City Sponsored Special Events

A Non-City sponsor of a one-time special event with prior written approval from the Families, Parks and Recreation Director or designee may be allowed to provide concession services for an event in conjunction with the Concessionaire.

The Concessionaire retains the option of not providing Concession services under these circumstances but is required to continue with their normal Concession operation after the special event is over.

2. City Sponsored Special Events

The City reserves the right, with prior written approval from the Families, Parks and Recreation Director or designee, to allow Concessionaires, in addition to the contracted Concessionaire under this Agreement, to provide Concession services at the City's sponsored one-time special event if it is deemed in the best interest of the City.

R. Advertising:

All advertising of the Concession by the Concessionaire is to be approved by the Families, Parks and Recreation Director or designee prior to production and distribution.

S. Storage:

The Concessionaire may only utilize the Concession location for the storage requirements of the Indoor Concession operations since the Indoor Concession is housed in the location. If the City determines that this facility is being used for other purposes, the Agreement is subject to immediate termination.

END OF SECTION

SPECIAL CONDITION CLAUSES

Agreement Alterations

No alterations or variables in the terms of the Agreement attached hereto shall be valid or binding.

Alterations/Changes to Bid Price Form(s)

Do not change or otherwise alter the quantity or unit designations on these Bid Price Form(s). Your unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price always prevails.

Bid Prices

Prices bid are considered fixed price, which includes all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bid. Bid prices shall remain firm for the entire contract period unless otherwise changed by an Amendment. Any Amendment must be in writing and signed by both parties. Such Amendments must be signed by an authorized representative of the City of Orlando's Purchasing and Materials Management Division to be valid, binding, and enforceable.

Correction or Withdrawal of Bids

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted. **The Office of the Purchasing and Materials Management Division Manager, however shall have the authority to waive minor irregularities.**

Licenses

The successful Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the Agreement.

Payment of Subcontractors

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the Contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made within thirty (30) days after completion and acceptance of the work, and submission of said evidence.

The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the contractor or any subcontractor under the Contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

Quantities

The quantities for the items listed in this solicitation are estimated quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, It is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation. Any such resulting contract shall be non-exclusive, and the City may procure the goods listed in said contract from other sources.

Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

**"NO BID" RESPONSE
TO
INVITATION FOR 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 for Bid No. **IFB10-0006A**, opening at **3:00 p.m., Local Time, City of Orlando, FL**, on **Monday, December 21, 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. Telephone or telegraphic bids cannot be accepted.
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

STANDARD TERMS AND CONDITIONS

1. **RECEIPT OF BIDS:**

- a. **Sealed bids, one (1) original and one (1) copy**, shall be submitted to the Purchasing and Materials Management Division at date and time specified herein. Bids will not be accepted after the designated 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 Purchasing and Materials Management Division Manager. If submitted otherwise than by mail, it shall be delivered to the office of the Purchasing and Materials Management Division Manager.
- d. Sealed bids are to be addressed as follows:

For postal delivery:

Ms. Rhonda Scott, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
P.O. Box 4990
Orlando, Florida 32802-4990

For all other deliveries:

Ms. Rhonda Scott, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

- e. Bids submitted by mail must be received in the office of the Purchasing and Materials Management Division by the time specified herein for the opening thereof.

2. **OPENING OF BIDS:**

Sealed bids will be received in the Purchasing and Materials Management Division until the due date and time as specified in this Invitation to Bid. Bids will be opened and publicly read aloud immediately following the specific due date and time. No responsibility will attach to the Purchasing Office for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

3. **IRREGULAR BIDS:**

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

4. **WITHDRAWAL OF BIDS:**

Bidders may withdraw a bid after it has been deposited with the Purchasing and Materials Management Division any time prior to the stipulated time for opening the bids. After bid opening, no changes in bid prices or other provisions shall be permitted.

5. **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. In determining responsibility, the City 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.

6. **BIDDER'S CERTIFICATION FORM:**

Each Bidder shall complete the "Bidder's Certification" form included with this Invitation for 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.

7. **CONTINGENT FEES:**

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.

8. **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.

9. **"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.

10. 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.

11. 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.

12. FAMILIARITY WITH SITE WORK AND 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.

13. 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.

14. 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.

15. AWARD OR REJECTION OF BIDS:

The contract will be awarded to the lowest responsive and responsible bidder complying with all the provisions of the Invitation for Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

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

16. 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. See Attachment "A" – "Written Question Form".

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 the Purchasing Agent referenced on the cover page of this Invitation for Bid:

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) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net>

17. 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.

18. 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 provided 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.

19. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the Purchasing Agent as listed in this solicitation. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or within ten (10) days after bid opening, whichever is earlier.

20. 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.

21. APPLICABLE LAW

This Invitation for 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.

22. RESERVED

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. WARRANTY:

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

25. 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.

Discounts 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.

26. 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.

- a. Unless otherwise agreed by the City, the agreement shall be signed by an authorized Corporate Official (i.e., President, Vice President, C.E.O.) 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 officer 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.
- b. In the case of a Partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.
- c. In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.
- d. 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.

27. 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 debarment.

28. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. 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.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

29. 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.

30. 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.

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

At the option of the awarded vendor, the submission of any bid in response to this Invitation for 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.

32. INSURANCE:

Insurance coverage, when required, must be in force throughout the Contract term. Should a Contractor fail to provide acceptable evidence of current insurance within seven (7) days prior to the expiration date of an insurance policy, 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 plus the cost of performing the incomplete portion of the contract at the time of termination.

33. DRUG-FREE WORKPLACE CERTIFICATION:

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

34. 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.

35. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- Reduction of payment time
- 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
- Increased 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, therefore, The City encourages all vendors to accept the VISA ePayable solution.

36. LIVING WAGE POLICY:

As set forth in City Policy and Procedure, 161.3, Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to an Agreement with the City, a living wage for the time spent providing 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 Agreement and/or preclusion from future City Agreements at the sole option of the City. 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 Agreements for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Agreement year. As for multiple award Agreements (Agreement award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Agreement in any one-Agreement 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 Agreements whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Agreement term, this provision will be applicable to that Agreement 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. A copy of the Living Wage Policy is available for review in the Purchasing and Materials Management Division.

37. RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Invitation for 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.

38. 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.

39. 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 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.

40. SUBCONTRACTORS:

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.

41. 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.

ATTACHMENT “A”



WRITTEN QUESTION FORM

WRITTEN QUESTION FORM



Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions must be received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bid.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB10-0006A **DATE SUBMITTED:** _____

SOLICITATION TITLE: ANNUAL AGREEMENT FOR CONCESSION OPERATIONS AT RECREATION FACILITIES

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

**ANNUAL AGREEMENT FOR CONCESSION OPERATIONS
AT RECREATION FACILITIES**

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

I. SCOPE

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

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

II. TERM OF AGREEMENT

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

III. COMPENSATION

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

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

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

IV. PAYMENT

The "User Fee" required to be paid hereunder shall be paid monthly and shall be due and payable to the City of Orlando at the Office of the Families, Parks and Recreation Director, located at 595 North Primrose Drive, Orlando, Florida, 32801, on or before the tenth day of the calendar month succeeding the month for which such User Fee payment is applicable.

The User Fee received after the tenth day of the calendar month, shall bear interest at the rate of one (1) percent per month from the date due until paid.

NOTE: ALL PAYMENTS MUST INDICATE THE CITY'S 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 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

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

By: _____
Director of Purchasing

Date: _____, 2009

Name, Typed or Printed

Date: _____, 2009

CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

Name & Title, Typed or Printed

CORPORATE SEAL

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, as the _____, on behalf of _____
He/she (is) personally known to me or (has) produced _____ (type of identification)

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: