

Mayor
Buddy Dyer



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

Procurement Manager
Roger Cooper, C.P.M.

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

DATE OF ISSUE: April 23, 2010

IFB DUE DATE: Wednesday, May 19, 2010

IFB DUE TIME: 2:00 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
Bid opening held at same location.

IFB TITLE: DIGITAL MULTI-FUNCTIONAL DEVICES AND QUICK
COPY CENTER

IFB NO: IFB10-0283 / RC
*(IFB NUMBER MUST BE PLACED ON FRONT OF
ENVELOPE)*

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Roger Cooper, Procurement Manager
Phone: (407) 246-2364
Email: Roger.Cooper@cityoforlando.net

BUSINESS NAME & ADDRESS

Business Name

Address

City, State, Zip

()
Contact Person / Telephone Number

**THIS BID USES AN ELECTRONIC
BID PRICE FORM (EXCEL DOC)**

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.

Rev: 04-22-10



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**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BID FOR THE
DIGITAL MULTI-FUNCTIONAL DEVICES
AND QUICK COPY CENTER**

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 the person signing the 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 as a guide to assist in the Bid submittal. This checklist is intended to be used as a tool to assist Bidders, but is not a substitute for Bidders' obligation to read and understand the provisions of this Invitation for Bid. Additional items may be required to be submitted by the terms of this Invitation for Bid which are not listed below:

- _____ Solicitation Cover Sheet.
- _____ Bidder's Certification Page Signed and Notarized.
- _____ Addendum Acknowledgment Form: **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.**
- _____ 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:

- _____ 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: Roger Cooper
400 S. Orange Ave., 4th Floor
Orlando, FL 32802-4990
- Solicitation No.: **IFB10-0283**
- Solicitation Title: **DIGITAL MULTI-FUNCTIONAL DEVICES & QUICK COPY CENTER**
- Solicitation Due Date & Time:
Wednesday, May 19, 2010 at 2:00 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. Interested persons 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

Friday, May 7, 2010 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 it 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 the Bidder of any obligations with respect to either its 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 Friday, May 7, 2010 at 10:00 a.m., Local Time, City of Orlando, FL.**

Please return this form by: Thursday, May 6, 2010.

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 "B").

_____ 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 STANDARD 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 ACKNOWLEDGMENT FORM.
4. REFERENCES.
5. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION.
6. RECYCLED CONTENT QUESTIONNAIRE (IF APPLICABLE).
7. ELECTRONIC BID PRICE FORM, IF APPLICABLE.
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 for Bid.

I hereby propose to furnish the goods or services specified in the Invitation for Bid 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

_____, 2010

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 ACKNOWLEDGMENT FORM

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

SERVICES REFERENCES

Proposer shall submit as a part of the Proposal 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. _____

SPECIFICATIONS FOR THE DIGITAL MULTI-FUNCTIONAL DEVICES AND QUICK COPY CENTER

1.0 Introduction/Scope of Service

The purpose of this Invitation for Bid (IFB) is to solicit competitive sealed Bids from qualified companies to provide and maintain a Quick Copy Center at City Hall as well as 126 new walk-up Digital Multi-Functional Devices (MFD) that support copying, printing, scanning, and faxing at various locations throughout the City.

Pricing for all MFD services shall be on a **price per copy** basis to include all maintenance and supplies, excluding paper, as referenced in section 7.0, *Supplies and Parts*. (Paper will be provided by the City.) Bidder shall enter this unit pricing on the Bid Price Form. (See Attachment "A.")

Copy Center copies shall also be on a price per copy basis, excluding paper. The bidder shall enter this unit pricing on the aforementioned Bid Price Form.

The Bid Price Form also includes other service related items for the Quick Copy Center. Paper products, as identified, will not be used in the evaluation of bids. However, all paper listed on the Bid Price Form shall be included in the contract and may be ordered on an as-needed basis. The City shall have the option of providing paper purchased elsewhere or purchasing paper through the Quick Copy Center.)

All MFDs shall be new and network capable. All MFDs shall be connected to the City network at the start of the contract. Each unit shall be equipped with the software and hardware necessary to provide the functionality and connectivity as outlined in Section 5.0, *Technical Specifications*.

At present, the City's current contractor has 126 walk-up MFDs in locations throughout the City as well as 4 copiers in the Copy Center. The contractor shall replace each one of these units at each location with new equipment.

Last year's copy volume was 7,086,140 B&W and 378,042 color copies from these 126 MFDs. The Quick Copy Center provided 2,248,733 B&W and 670,761 color copies.

The City shall guarantee a minimum of 5,000,000 B&W and 200,000 color copies from the walk-up MFDs.

2.0 City Network

The City network backbone is an Ethernet topology with buildings connected via multiple connectivities methods and at speeds ranging from 2Mbps to 1Gbps. TCP/IP is the protocol routed on the backbone. The City has standardized on Cisco equipment for all routers and switches. Horizontal distribution is a minimum level of Category 5 cable. The standard connection for computers and printers is 100M full-duplex switched set via auto-negotiate utilizing fully qualified domain name (FQDN) lookups on Microsoft Active Directory Domain Name System (DNS) systems. Netbios name resolution is not supported on the network.

3.0 System Software - User Access

All user authentications occur via Active Directory to a Windows 2008 R2 64 bit Domain. All printers are IP enabled and use standard IP printing protocols (LPD, LPR). Printer drivers shall be available in 64 bit and 32 bit versions for Unix (AIX – Linux), Windows (XP, Vista, Windows 7), Windows server (Windows 2003 R2, Windows 2008 R2), AS/400, and Macintosh (Mac OS X Snow Leopard) environments.

If web based management is provided, it shall be secured by user name/password and/or by IP subnet access control. A distributed print environment that does not have server-based requirements is required.

4.0 Functional Requirements

- A. High capacity copy/print
- B. Shared resources for copy/print/scan/fax (scan to Windows CIFS share with user logon and password)
- C. Inbound and outbound fax
- D. Charge-back data collection capturing walkup and network activity
- E. Network-based (via IP) management
- F. All units must have a touch screen control panel with intuitive operation.
- G. Secure print and scan feature.
- H. Console model or equipped with stand or cabinet.
- I. Operator manual per unit will be supplied.
- J. Interrupt function to allow walk-up user to print before next job in print queue
- K. Method of tracking both walk-up copies and network printing jobs by user code (via IP access for Project Manager).
- L. Must be able to initiate a series of troubleshooting tests and be able to display the results on single or multiple printers within a group.
- M. Provide option of a built in alert detection system that can be configured to detect printer faults and send custom e-mail messages when an alert condition exists.
- N. Units shall have the ability to load, at a minimum, standard and legal size paper in separate trays which may be selected upon print.
- O. The units shall have the ability to handle up to 110 lb. index paper.
- P. The printer drivers shall be able to support Windows 2000/XP/Vista/Upcoming Windows 7 – 64 & 32 bit operating systems..
- Q. All units must duplex, copy and print.

5.0 Technical Specifications/Requirements

- A. Copying and Printing Services:

Copy Speed:

Number of Copiers	Speed	Level	Color Capability
17	20 - 25 ppm	I	
77	35- 40 ppm	II	
15	50 ppm	III	
5	72 ppm	IV	
12	35 B&W/35color	V	X

Resolution: Minimum 600 x 600 dpi
Magnification: 25% to 400%
Paper Sizes: Produces 8½" × 11", 8½" × 14", 11" × 17", and envelopes from the same size originals (by-pass tray shall be used for 11" × 17" and envelopes)
Paper Capacity: Minimum of 500 per tray
Paper Trays: Minimum two trays and one bypass tray
Originals: Sheets or book (automatic document feeder)
General: Sort/Finish/Staple/3 hole punch (except Level I)
Fax/scan (with Push Technology)

Fax Services:

Modem Speed: 33.6 bps or better
Group 3 compatibility
Speed dial, auto dial, and batch send capability
Activity report
Transmission confirmation report

B. Scanning:

Resolution Minimum 600 x 600 dpi (H × W)
Maximum scan width 11.00"

C. Network Interface and Connectivity:

Vendor shall ensure all functionality works within the City Network and that the network interface is a standard 10/100/1000 ethernet connection. (Reference Section 1.1 for City Network description)

D. Network Interoperability:

The Vendor shall install all MFDs and establish communications capability with the City network. All devices connected to the network shall be coordinated with the City of Orlando Technology Management Division. IP addresses will be assigned via static IP DHCP leases.

City's Responsibility:

City Department/Divisions requiring a MFD to be networked will be responsible, through the division liaisons.

The department/division shall also provide a list of individuals or workstations using the networked MFD at the time of the request. The vendor shall be given a copy of the approved list.

Vendor's Responsibility:

The vendor shall be responsible for the MFD installation and for providing all equipment, cables, software, surge suppressors, and/or accessories needed for the installation from the City's networked wall jack to the MFD. Units shall retain configuration settings and shall not default back to the original settings in the event of a power loss.

Print driver software must be able to be deployed automatically via Windows desktop and Active Directory without user intervention.

Vendor technicians responsible for installing the MFD and associated equipment shall be required to be a manufacturer's authorized service technician for the installed make/model of equipment. The authorized service technician shall be required to have a minimum of one (1) year of experience installing the subject MFD, MFD application, and drivers on PC workstations.

The vendor shall coordinate with the IT staff to be sure current copies of the required drivers for all MFD's are provided.

E. Vendor software and Vendor Recommended Software:

The vendor shall warrant that all software supplied or recommended by the vendor in the Bid will work in the City computing and networking environments as specified in the bid. While City staff will assist, the vendor is responsible for installation of such software and for achieving functionality as included in the Bid.

F. General:

1. All hardware and software must be included.
2. Intuitive control panel.
3. Easy viewing of panel in standard office lighting.
4. Network routing (fax from desktop).
5. View status of all jobs.
6. Release/Select/Delete jobs from hold queue remotely as well as locally.
7. Ability to manually adjust image quality levels (i.e. contrast, sharpness)
8. Third party items must be expressly identified and warranted to work with the MFDs and the City WAN and LAN.
9. A complete list of all technical requirements for the MFDs to be fully functional shall be provided. This includes, but is not limited to, network management software, operating systems, file and network protocols.
10. Security feature that prevents files remaining on the hard drive of the unit from being accessible.
11. Surge protectors sufficient to handle problems relating to energy surges and lightning strikes.
12. Internal method of assigning access codes to track all walk-up and network printing jobs.

6.0 Minimum Experience

Bidder must have a minimum of three (3) years experience operating a quick copy center.

7.0 Service

Service calls to the designated service center shall be made by the key operator at each machine location.

Expected response time shall be within four (4) working hours per call. Working hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Response time is defined as the time from the point the call is placed to the vendor until the repair technician arrives at the site and begins repair work. Expected service completion time is within eight (8) working hours of initial call.

Reoccurring problems (3 or more times) with a particular machine will result in a detailed review of the problem. Once a solution is determined and implemented, if problem reoccurs, the copier shall be replaced if requested by the City. Replacement shall be with either the same or equivalent model, or the next highest model. Occasionally the City will need to relocate machines, such as when buildings are renovated or due to operating considerations. This service shall be provided by the vendor at no charge within fourteen (14) working days as requested by the City's Project Manager. If it is the City's direction to relocate or exchange the MFD, it shall be the responsibility of the vendor to set up and install necessary hardware and software to provide staff functionality.

8.0 Supplies and Parts

All supplies and parts shall be included in the price per copy, except paper and transparencies, including replacement parts such as, but not limited to, the following: toner, developer, drums, blades, organic photoconductors, safety retrofits, rollers, belts, corona wires, platen, sensors, lenses, lubricants, PM kits, cleaning kits, staples, software, and programming.

High levels of parts and supplies shall be in vendors inventory at all times. Vendor shall be responsible for the performance and compatibility of the supplies to the equipment. Supplies ordered by individual departments shall be maintained at a reasonable level in order to provide uninterrupted service. Vendor shall deliver supplies on an auto-replenishment system or within five (5) working days of order placement.

9.0 Implementation Plan

Bidders shall submit a detailed implementation plan, including evidence of capability to provide equipment and training prior to start of contract period, inclusive of any requirements the City must provide including (but not limited to) available network connections, power requirements, phone lines, operating system levels, service patches, etc.

10.0 Training

The Vendor shall provide on-site training for the proper functioning of the device at each unit location for individuals and work groups, to include all hardware and software operation. Vendor shall supply each machine with an operator's manual. Vendor shall supply a survey to ensure a satisfactory level of skills, knowledge, and training are received. Vendor shall provide additional training as needed at no cost to the City. Special training shall be provided to the City Micro Analysts, Network Administrator, and Project Manager. This training shall allow additional workstations to be added as needed.

11.0 Billing Format

Monthly billing shall be provided in electronic format (Excel spreadsheet). Vendor shall have the ability to remotely collect usage for billing purposes.

Billing must only reflect line items listed in the Bid Pricing Form used for the month. The summary billing must indicate the line item number as well as the quantity used and applied against the unit bid price for each item (with a resulting extended amount). This total summary billing must be the sum of all such extensions. Additionally, billing must also be broken down by the City Program Number and Department/Division name.

The totals for both the summary billing and the City Program Number billing must be equal. Only items included in the Bid Pricing Form may be ordered/invoiced under the contract resulting from this solicitation.

Official billing must be sent directly to Accounts Payable. A copy of the summary billing (described above) must also be sent to Purchasing and Materials Management (for reporting purposes only).

12.0 Non-Contract Work Forwarded to OUC (Orlando Utilities Commission)

The last line item on the Bid Pricing Form (for bid evaluation) is a fee per job for work forwarded to OUC. This work is work not included on the contract resulting from this solicitation – work that will be done by the OUC print shop. The price for the actual work will be billed by OUC to the using agency ordering said work. The contractor awarded the contract resulting from this solicitation will only invoice for the fee per job forwarded. This invoicing will be a part of the normal monthly invoice. Any other job not included in the contract resulting from this solicitation must be processed through the Purchasing and Materials Management Division.

13.0 Payment

Contractor must accept payment electronically through either Bank of America ePayables (Ghost Card) or the City's procurement card.

14.0 Changes in Technology

As machines with improved technology become available, the vendor shall advise the Project Manager. The City may negotiate an amended cost per copy for these machines on a case-by-case basis as deemed in the best interest of the City.

15.0 Cartridge Collection Program

Provide, at no charge, collection box(es) at our facilities to collect all cartridges and bottles from vendor provided MFDs. Full toner waste collection bottles, drums, and drum units may also be deposited in the collection box(es). There shall be no collection fees for non-vendor cartridges and bottles deposited in collection box(es).

16.0 Reports

On an annual basis (and otherwise as required), reports must be electronically sent to Purchasing and Materials Management. This report must be in excel format and (at a minimum) list all equipment plus attachments, physical location of equipment (including address, department name and program number), speed of equipment, average monthly copies for each copier, total B&W copies for the year (or other period as required), total color copies for the year (or other period as required).

17.0 Cooperate with Re-Bid of Follow-on Contact

When the contract resulting from this solicitation is coming to completion, the contractor must cooperate with the City in providing historical data and other information/assistance needed in developing that solicitation, answering questions, and providing other technical assistance.

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 shall prevail.

Bid Prices

Bid Prices must include 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.

Commercial Crime Insurance:

Prior to performance as a result of award of this bid solicitation, the successful bidder shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor's employees engaged in work as specified herein or having access to City buildings.

The Commercial Crime Policy, with endorsement CR04010300 covering client's property shall provide a minimum coverage of \$300,000 per employee/owner per occurrence and shall remain in effect for the entire agreement period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Purchasing and Materials Management Division prior to commencing work.

It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.

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 Director of Purchasing and Materials Management Division, however shall have the authority to waive minor irregularities.**

Favored Customer Clause

Should the awarded vendor of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

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. The City is guarantying a minimum of 5,000,000 B&W and 200,000 color copies from the walk-up MFDs; however, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount on all other items 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.

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 STANDARD OR 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, and the Electronic Bid Price Form on CD,** shall be submitted to the Purchasing and Materials Management Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal to this office.
- b. Each bid shall be submitted in a sealed envelope and marked with the bid number, title of the bid, and bid opening date and time.
- c. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope addressed to the Purchasing and Materials Management Director, at the address listed below. 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.

Please be advised that United States Postal Service (USPS) mail and other USPS deliveries, including all special and expedited service classes such as Priority or Express handled by the USPS, are not physically delivered to the City, but are held by the USPS for pick-up by the City. The City only collects USPS mail and other USPS deliveries one time per day immediately upon opening of the local Post Office branch, which are then sorted by the City for delivery to the Office of Purchasing and other City departments. This holds true for mail addressed to either the City's Post Office box or the physical address of the Office of Purchasing at City Hall. Accordingly, in order for a submission to be received by the Office of Purchasing when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and place the submittal in the City's call-box for pick-up by the opening time of the City's Post Office branch on the submission deadline date. Submissions placed in the City's call-box for pick-up after the opening time of the Post Office branch will not be picked up and will not be delivered to or received by the Office of Purchasing until the next business day. When using USPS mail and other USPS services, it is the sole responsibility of the bidder to ensure that bids or proposals are received in the Office of Purchasing by the due date and time.

- d. If submitted other than by mail, it shall be delivered to the office of the Purchasing and Materials Management Director at the address listed below.
- e. 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

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 for Bid. Bids will be opened and publicly read aloud immediately following the published 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 and Materials Management Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for 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 a bid meeting specifications. In determining responsibility, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

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 complete and return the "No Bid" form included in this solicitation.

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. In the event that any litigation is instituted during such period, Contractor and its subcontractors shall continue to maintain such books and records until the conclusion of all litigation, including any appeals.

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 Director of Purchasing reserves the right to accept all or part of any or all bids, to waive minor 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, division, 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 "B" – "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 solicitation 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> or by contacting the Purchasing and Materials Management Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code. As provided in Section 7.14 of City Code, "[a]ny actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of a bid or contract may protest to the [Purchasing] Director within seven (7) calendar days after such aggrieved person knows or should have known of facts giving rise thereto, provided the bid award or contract has not been approved by City Council, or the contract has not been fully executed if City Council approval is not necessary." Accordingly, with respect to any protest of the terms, conditions, procedures, specifications, or scope of services contained in this solicitation, including, but not be limited to, any provisions governing the method of ranking proposals, awarding contracts, reserving rights of further negotiation, or modifying or amending the contract, an actual or prospective Proposer must provide the Purchasing and Materials Management Director with a written notice of protest within seven (7) calendar days after it knows or should have known of such provision.

22. 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.

23. 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.

24. 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.

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.). It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If the aforementioned corporate officer is not 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 one of 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 next 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 request information or 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 disqualification.

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 Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in §287.017 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 Division, 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 may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- 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, a copy can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/cfo/includes/161_3.pdf. 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, or 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 hard copy of the City's Living Wage Policy is also available at the Purchasing and Materials Management Division.

37. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest 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 city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, 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 area in which the lowest 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.



NO-BID RESPONSE FORM

**"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. **IFB10-0283**, opening at **2:00 p.m., Local Time, City of Orlando, FL**, on **Wednesday, May 19, 2010**.

Reason for not bidding: _____

BY:

Signature

Name & Title, Typed or Printed

Company Name

ATTACHMENT "A"



BID PRICING FORM(S) INSTRUCTIONS

This Solicitation uses an Electronic Bid Price Form. You may download the Microsoft Excel spreadsheet at Onvia by Demandstar, or you may receive a disc from the Purchasing and Materials Management Division at no cost to you.

Complete the Electronic Bid Price Form using Microsoft Excel. Insert your **Vendor Name, City, State and Zip** in the fields located at the top of the form (in yellow). The Electronic Bid Price Form has been designed to allow the vendor to insert data into the appropriate unlocked fields. For convenience, the Electronic Bid Price Form will automatically calculate and total. If you are submitting a "no bid" item or have an item that is "no charge" to the City, put a **zero (0)** in that field. Do not put "no bid", "no charge" or N/A in that field.

Once complete, "save as" the Electronic Bid Price Form on a blank CD or flash drive (that you provide) and return **with your completed Invitation for Bid submittal** in a sealed envelope, by the due date and time specified herein. Ensure your **Vendor Name, City, State and Zip** are included on both the Microsoft Excel spreadsheet and on the front of the envelope that you submit to the City. Also, include **Vendor Name** with permanent ink on front of Electronic Disc. Be sure to save a copy for yourself as well.

If you need further assistance in obtaining the Electronic Bid Price Form, you may contact the Purchasing and Materials Management Division at (407) 246-2291 and we would be more than happy to assist you.

ATTACHMENT “B”



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 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: IFB10-0283 DATE SUBMITTED: _____

SOLICITATION TITLE: DIGITAL MULTI-FUNCTIONAL DEVICES AND QUICK COPY CENTER

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT NAME: _____ PHONE: _____

1. _____

2. _____

3. _____

4. _____

5. _____



AGREEMENT

**DIGITAL MULTI-FUNCTIONAL DEVICES
AND QUICK COPY CENTER**

THIS AGREEMENT ("Agreement"), effective as of the ____ day of _____, 2010, 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 five (5) years, beginning on _____ and ending on _____. This Agreement may, by mutual written assent of the parties, be extended for five (5) one-year additional twelve (12) month periods or portions thereof, up to a cumulative total of ten (10) years.

III. COMPENSATION

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

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

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

IV. PAYMENT

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

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

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

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

V. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

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

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

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

VI. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

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

C. Termination for Convenience

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

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

D. Warranty

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

E. Time of Completion

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

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

F. Indemnification and Insurance:

1. Indemnity

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

2. Insurance

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

(a.) Commercial General Liability Insurance:

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

(b.) Automobile Liability Insurance:

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

(c.) Workers' Compensation Coverage:

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

(d.) Insurance Certificates:

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

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

G. Acceptance

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

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

H. Correction of Work

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

I. Right to Audit Records

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

J. Time is of the Essence

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

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

K. Information

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

L. Safety Measures

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

M. Extra Work

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

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

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

N. Familiarity With The Work

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

O. Title and Risk of Loss

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

VII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Director of Purchasing.
- B. Assignment of this Agreement shall not be made without the advance written consent of the Director of Purchasing.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Director of Purchasing or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.
- G. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- H. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.
- I. This Agreement is considered a non-exclusive Agreement between the parties.
- J. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- K. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- L. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

- M. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- N. The City's Director of Purchasing or his written designee shall have authority to act on behalf of the City in matters related to this Agreement, including but not limited to the sending and receiving of any notices required hereunder.

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

PURCHASING AND MATERIALS
MANAGEMENT DIVISION
CITY OF ORLANDO, FLORIDA

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

By: _____
Director of Purchasing

Date: _____, 2010

Name, Typed or Printed

Date: _____, 2010

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 _____, 2010, 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 _____, 2010.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

EXHIBIT "A"
INVITATION TO BID

EXHIBIT "B"

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