

INVITATION TO BID

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

MAIL DATE: March 2, 2009

BID NO: SB09-640

OPENING DATE: March 30, 2009

BUSINESS NAME & ADDRESS

**THIS IS NOT
AN ORDER**

PROVIDE AND INSTALL SPORTS LIGHTS AT BLANKNER ELEMENTARY LITTLE LEAGUE FIELD

Bids will be opened and publicly read aloud at the Office of Purchasing, City of Orlando, City Hall at One City Commons, 400 S. Orange Avenue, Fourth Floor, Orlando, Florida at **4:00 p.m.**, on the **30th** day of **March, 2009**. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

SEE ATTACHED SPECIFICATIONS & ETC.

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

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

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

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**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION TO BID TO PROVIDE AND INSTALL SPORTS LIGHTS
AT BLANKNER ELEMENTARY LITTLE LEAGUE FIELD**

A. Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

B. Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following Check List:

- _____ Bidder's Certification Page Signed and Notarized.
- _____ Invitation To Bid Price Schedule Including Unit Price and Total Price Columns completed.
Total Amount of Bid Entered on Invitation To Bid Cover Sheet.
- _____ Bid Envelope Prepared As Specified.
- _____ MBE/WBE information provided as required on the form attached hereto.
- _____ **It is the bidder's responsibility to contact the Office of Purchasing and Materials Management prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.**

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

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

INVITATION TO BID AND REQUEST FOR PROPOSAL AWARD INFORMATION

The Office of Purchasing and Materials Management is your official source to obtain information about City of Orlando awards. You may receive award information in a variety of different ways:

1. It is incumbent on the bidder/proposer to contact the Office of Purchasing at (407) 246-2291 to determine the successful bidder/proposer(s). This is in accordance with and shall be governed by the provisions of Chapter 7 of the City of Orlando's Code.

There are two Internet sites available to obtain RFP Selection Committee rankings and Invitation to Bid award information:

A. Onvia by DemandStar:

To Obtain Award Information:

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

If you are interested in finding out award information, select from the pull-down menu and click on **awarded**, then click on **search**. Choose the RFP or Invitation to Bid you are interested in and click on **Details** on the far right hand side of the screen. Award information, including date of award, award amount and winning vendor will be located under the section titled "**Bid Status Text**".

To Obtain Committee Rankings:

If you are interested in finding out information about RFP's that under Recommendation of Award, select from the pull-down menu and click on **Recommendation of Award**, then click on **search**. Choose the RFP or Invitation to Bid you are interested in and click on **Details** on the far right hand side of the screen. Recommendation of Award, including Selection Committee rankings, along with City Council dates will also be located under the section titled "**Bid Status Text**".

B. City of Orlando's Website:

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

You may also get the same information by visiting the Office of Purchasing's website. Look on the right hand side of the page and in large bold blue letters, click on the icon: **VENDORS! Click Here to View Bids and Bid Awards**.

To Obtain Award Information:

If you are interested in finding out award information, select from the pull-down menu and click on **awarded**, then click on **search**. Choose the RFP or Invitation to Bid you are interested in and click on **Details** on the far right hand side of the screen. Award information, including date of award, award amount and winning vendor will be located under the section titled "**Bid Status Text**".

To Obtain Committee Rankings:

If you are interested in finding out information about RFP's that under Recommendation of Award, select from the pull-down menu and click on **Recommendation of Award**, then click on **search**. Choose the RFP you are interested in and click on **Details** on the far right hand side of the screen. Recommendation of Award, including Selection Committee rankings, along with City Council dates will also be located under the section titled "**Bid Status Text**".

2. Again, from the Office of Purchasing's website, <http://www.cityoforlando.net/admin/purchasing/index.htm>, you may also receive award information by clicking in the blue link box titled, "**Bid Award Info**". This report also lists all awards and Selection Committee rankings from the current and previous month and is updated on a daily basis.

From this same site, <http://www.cityoforlando.net/admin/purchasing/index.htm>, you may also click on the beige and red link box titled "**Links**" and click on the link "**Doing Business with the City of Orlando**". Once there, click on the link [Obtaining Bid Award Results](#). This page will again give you detailed instructions on the various ways to obtain bid award information.

3. You may also visit the Office of Purchasing and obtain award information and/or bid packages, addendums, etc. that are located on the Bid Information Board. Our office is located at:

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

4. And as always, you may always call the Office of Purchasing at (407) 246-2291 and we would be more than happy to give you the award information you are seeking. We appreciate your interest in doing business with our great City 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
Office of Purchasing and Materials Management
City Hall at One City Commons
400 S. Orange Avenue, 4th Floor
P.O. Box 4990
Orlando, FL 32802-4990**

On

Tuesday, March 17, 2009 at 10:00 a.m.

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

NON-MANDATORY PRE-BID CONFERENCE ATTENDANCE NOTIFICATION

A Non-Mandatory Pre-Bid Conference will be held at City of Orlando, Office of Purchasing and Materials Management, City Hall at One City Commons, 400 S. Orange Avenue, 4th Floor, P.O. Box 4990, Orlando, FL 32802-4990.

Please return this form by: Monday, March 16, 2009

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

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Bid Conference is attached.

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

Title

Name of Company

Date

STANDARD FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW WHICH ARE ON PAGES 9 THROUGH 15, ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. BIDDER'S CERTIFICATION
2. ADDENDUM RECEIPT VERIFICATION
3. REFERENCES
4. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION
5. RECYCLED CONTENT INFORMATION REPORT (IF APPLICABLE)
6. INVITATION TO BID PRICING PAGES (2)

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE OFFICE OF PURCHASING AND MATERIALS MANAGEMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE BID. IF YOU HAVE DOWNLOADED THIS BID FROM THE INTERNET, PLEASE ENSURE THAT YOU ALSO DOWNLOAD ALL SUCH ADDENDA.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Orlando or of any other bidder is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2009

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS / OR IF DIFFERENT
YOUR PRINCIPLE PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

Company Tax ID # _____
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

E-MAIL ADDRESS

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE
BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR
REJECTION OF THE BID.**

Company

Signature

Title

REFERENCES

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

Name: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

E-mail : _____

Name: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

E-mail: _____

Name: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

E-mail : _____

Name: _____

Address: _____

Telephone No.: () _____

Fax No.: () _____

Contact: _____

E-mail: _____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION

Chapter 57, Articles II and III, of the Orlando City Code establishes goals of 18% and 6%, 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.

All bids will be evaluated in accordance with Chapter 57, Articles II and III.

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 - Fifth 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 with your bid a copy of the notification received from the City stating that your company is recognized 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 and whether a good faith effort has been made under the Ordinance and the Contract.

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

RECYCLED CONTENT INFORMATION REPORT

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

Product bid contains recycled content?

Yes _____ No. _____

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

Yes _____ No. _____

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

Yes _____ No. _____

INVITATION TO BID

You are invited to Bid on the following:

Provide and Install Sports Lights and Blankner Elementary Little League Field

Item No.	Quantity	Unit	Description	Unit Price	Total
			The Bidder, having visited the site of the proposed project and familiarized himself with the local conditions and nature and extent of the work and having examined carefully the specifications, as well as terms and conditions herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception for the proper execution and completion of the contract, and, if awarded the contract, to complete the said work within time limits as specified for the following bid prices:		
1.	1	Job	Provide and Install Sport Lights at Blankner Elementary Little League Field in accordance with attached specifications.		\$_____
			OPTIONAL ITEM		
2.	1	Year	Annual Cost to provide a comprehensive warranty and maintenance program. Include with bid, complete information on what is included in this maintenance program.		\$_____
			THE CONTRACTOR SHALL START JOB WITHIN _____DAYS AFTER RECEIPT OF NOTICE TO PROCEED AND THEREAFTER COMPLETE JOB WITHIN _____ DAYS.		

Total Bid (this page) \$ _____

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

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

INVITATION TO BID

You are invited to Bid on the following:

Provide and Install Sports Lights and Blankner
Elementary Little League Field

NOTE 1:

PROSPECTIVE BIDDER MUST REVIEW THE ATTACHED AGREEMENT. (SEE PAGES 43 THRU 54) THE SUCCESSFUL BIDDER MUST COMPLETE SAID AGREEMENT AND PROVIDE THE REQUIRED INSURANCE CERTIFICATES AS INDICATED IN THAT AGREEMENT. COMPLETED AGREEMENT AND REQUIRED INSURANCE CERTIFICATE MUST BE RECEIVED BY THE CITY WITH 15 DAYS OF AWARD – OR SAID AWARD MAY BE CANCELLED.

NOTE 2:

ALL QUESTIONS RELATIVE TO THE INTERPRETATION OF SPECIFICATIONS OR THE BID PROCESS MUST BE SUBMITTED IN WRITING IN ACCORDANCE WITH SPECIAL CONDITIONS PARAGRAPH 15 ON PAGES 29 & 30 OF THIS SOLICITATION PACKAGE. INQUIRIES RECEIVED WITHIN 10 DAYS OF THE BID OPENING DATE WILL NOT BE GIVEN ANY CONSIDERATION.

NOTE 3:

EXCEPTIONS TO TERMS AND CONDITIONS:

WHEN COMPLETING YOUR BID, DO NOT ATTACH ANY FORMS WHICH MAY CONTAIN TERMS AND CONDITIONS THAT CONFLICT WITH THOSE LISTED IN THE CITY'S BID DOCUMENT(S). INCLUSION OF ADDITIONAL TERMS AND CONDITIONS INCLUDING THOSE WHICH MAY BE ON YOUR COMPANY'S STANDARD FORMS MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE.

NOTE 4:

THE SUCCESSFUL BIDDER WILL BE REQUIRED WITHIN 15 CALENDAR DAYS OF AWARD DATE, TO PROVIDE ANY AND ALL LOCAL, STATE, AND FEDERAL LICENSES, APPROVAL, PERMITS, AUTHORIZATIONS AND/OR CERTIFICATIONS WHICH WOULD BE APPLICABLE FOR ALL SERVICES TO BE RENDERED DURING THE TERM OF THE AGREEMENT.

**SPECIFICATIONS TO PROVIDE AND INSTALL SPORTS LIGHTS AT
BLANKNER ELEMENTARY LITTLE LEAGUE FIELD**

PART 1 - GENERAL

1.1 SCOPE OF WORK

Contractor shall provide all labor, materials, tools, equipment, hardware, engineering services, permitting fees, drawings and consumables necessary, to install new sports lighting at the Blankner Elementary Little League Field in Orlando.

- A. The Blankner Elementary Little League Field is located at Keystone Drive, Orlando, FL.
- B. The little league field is a public accessible athletic facility. Contractor shall verify the existing conditions and facilities configuration. Also referred to as Blankner Field.
- C. The field is a typical 200 ft radius little league field. The field is adjacent to a retention pond.
- D. Contractor shall furnish and install new sport lights, all wiring and conduits, control panels, all required lighting fixture hardware, and electrical service from the nearest OUC point of connection.
- E. The City uses Musco Control Link system.
- F. All above ground raceway and boxes shall be steel. Junction boxes shall be weather/rain proof type. All wiring/cabling shall approve for the use.
- G. Application and installation of the sports light system shall follow manufacturer's installation instructions.
- H. The City has no available drawings of the site.
- I. **Work shall begin within fourteen (14) calendar days from the Notice to Proceed (NTP).**
- J. **Substantial completion is 120 calendar days from the issuance of the NTP.**
- K. **Final completion is 150 calendar days from the issuance of the NTP.**

1.2 QUALITY ASSURANCE AND REFERENCES

- A. In addition to complying with other legal requirements, all materials and installations must comply with Factory Mutual or Underwriters Laboratories for fire-related assemblies: Underwriter Laboratories for product classifications.
- B. All work shall be performed by a licensed Contractor for the specific work.
- C. Contractor shall be an authorized manufacturer installer and service provider
- D. Standards References:
 - 1. City of Orlando Building Codes.
 - 2. National Electrical Code, NFPA 70
 - 3. IESNA Standards
 - 4. NFPA 780
 - 5. NEMA
 - 6. Minimum standards required by Little League. Standards are published in the Operating Manual.

1.3 WARRANTY

- A. Product and equipment warranty shall be minimum five (5) years. Installation warranty shall be one year.
- B. Maintain constant light levels of the original light designed for minimum 25 years, +/- 10 % per IESNA RP- 06-01.

PART II - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable sports lighting manufactures are:
 - a. Hubbell
 - b. Cooper Lighting
 - c. Musco
 - d. GE
- B. Alternate manufactures will be considered. Bidder will be responsible to submit documentation and product sample proving the proposed product is equivalent. City will make final decision whether product is equivalent.

2.2 MATERIALS

- A. Furnish and install a new, complete, and approved sports lighting system. Provide all lighting system components, to include but not limited:
 - 1. Electrical Service from the local utility company.
 - 2. Light Fixtures and Mounting Hardware
 - 3. Galvanized Steel Poles
 - 4. Lamps, Metal Halide
 - 5. Remote ballast, lighting controls/network connection, and cabinets
 - 6. Conduit, conduit fittings, junction boxes, and wiring/cables
 - 7. Over-current protection devices and disconnects
 - 8. Grounding and lightning protection system
- B. Sports lighting system shall be designed and installed to meet and maintain light level (foot candles) of 50/30 fc, based on IESNA standards.
- C. Light fixture type shall use reduced glare/spill control technology.
- D. The lamps, contactors, and ballasts used for this project shall be commercially available at common sources of supply and not a proprietary design by one manufactures. The manufacturers shall submit the names, addresses, and telephone numbers of the three (3) local lamp suppliers along with submittal package.
- E. Crossarms, the assembly that holds the fixtures, shall be specially designed to hold the remote ballasted fixtures.

- F. The beam spread of each sport light should be selected to put the maximum amount of light on the field without producing a hot spot. The beam should be wide enough to overlap the distribution from adjacent aiming points.
- G. Lighting controls shall be mounted at the field site. Controls circuitry shall allow operation of sport lights at the site.
- H. Ballasts, contactors, and controls shall be remote mounted on each pole.
- I. Galvanized steel poles can be either directly embedded or anchor bolt construction. Contractor shall perform all necessary soil testing to assure a proper installation. Structural code and wind speed standard is 110 MPH, 1.15 Importance factor, 2004 FBC.
- J. All wiring/circuitry shall be readily identified and copper.

PART III – EXECUTION

- 3.1 The Contractor shall file for and obtain all permits and certificates of inspection required by the State of Florida, City of Orlando, OSHA, and all other local authorities having jurisdiction of the work performed and pay all fees and incidentals thereto. Proceed with work only after approval. Formal city permit may be required.
- 3.2 The Contractor shall be responsible for all fees and re-inspections.
- 3.3 The Contractor shall submit to owner, four (4) copies of: Shop Drawings and/or Product Data to include fabrication, aiming diagram, and installation (permitted) drawings. Identification of products and materials to be used. Compliance with specific standards. Product Data to include printed information such as manufacturer's installation instructions, catalog cuts, and standard produce data charts. MSDS for all sealants, solvents, and mastic products. **Proceed with work only after approval.**
- 3.4 City/OCPS will locate and mark existing irrigation systems to excavation.
- 3.5 The system-wiring scheme shall be of a unique color code design and number identifier. The wiring scheme shall be alike and continuation throughout the system.
- 3.6 Staging and parking areas will be defined to allow contractor adequate work space. **Contractor shall be responsible for securing their materials, tools, equipments, and vehicles.**
- 3.7 **NO TRENCHING WITHIN THE PLAYING FIELD AREAS.** Select most direct route without crossing any active playing field areas. Return all trenching areas to grade and replace sod. Keep all heavy equipment off playing field and surfaces when possible using care to minimize damages.
- 3.8 Contractor shall coordinate work activities as to not to interfere with Blankner Elementary or Little League field activities.
- 3.9 Furnish and install new underground utility service feeders from nearest OUC utility service. Verify with OUC the requirements to provide the proper electrical service.

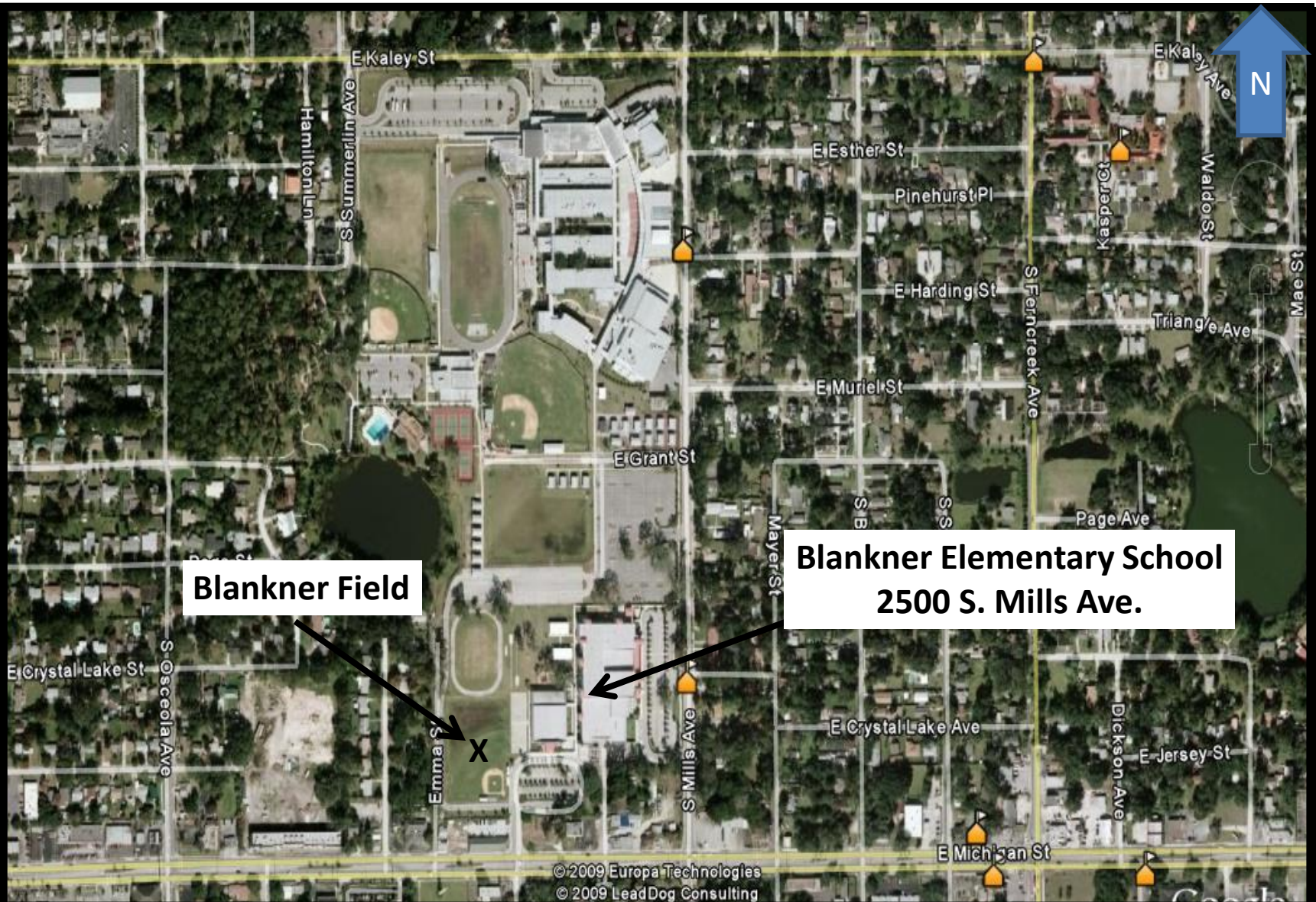
- 3.10 Furnish and install new Single Phase, Three (3) Wire, 120/240VAC, 125 amp service. Contractor shall verify with the selected sport lighting manufacturer to assure the electrical installation is adequate to meet the light installation requirements. The service panel shall be outdoor NEMA Type 3R Rainproof with Main Breaker. Provide sufficient number of circuit breakers for the sport lights and a receptacle. Panel shall be sized properly to allow minimum of two (2) spare spaces and have a lockable cover. Acceptable manufacturer Square D or equal.
- 3.11 Connect new service to OUC utility Pole # 081937. Install service riser on either the East or West face of pole as not to interfere with TV cable line. Comply with OUC requirements. Contractor to coordinate final connect with OUC, the lighting manufacturer and the City.
- 3.12 Furnish and install one (1) 120VAC, GFI Spec Grade Duplex Receptacle. Provide weatherproof cover, TayMac Model 328109 or equal. Mount below service panel.
- 3.13 No saw cutting of roadway. Restore all excavated areas to original.
- 3.14 Provide a control switch in which to operate the lights. Provide weatherproof cabinets for lighting controls components.
- 3.15 Report immediately any structural and/or system irregularities that prohibits contractor from installing new sports lighting system.
- 3.16 Contractor shall keep the premises free from accumulations of waste materials, and other debris resulting from the work. At the completion of each workday, the Contractor shall remove all waste materials, and debris from, and about the premises all tools, equipment, and surplus materials, and leave the site clean and ready for occupancy by the City of Orlando and.
- 3.17 The Contractor shall verify all utilities and site conditions before start of work. The Contractor shall give written notification to the Owner **seven days** before any utilities are shut down. The Owner must concur that the proposed shut down date will not interfere with any scheduled events before shutdown can occur.
- 3.18 The Contractor is prohibited from smoking in all buildings.
- 3.19 Contractor and Subcontractors shall ensure their employees wear proper attire, maintain a neat and orderly appearance, and carry company identification cards.
- 3.20 Contractor is also responsible for protecting the public from the project site, and to ensure the project site and work do not create unsafe conditions.
- 3.21 Contractor shall provide minimum of two (2) hours training for the Recreation and Facilities Management, and OCPS staff on the operations and care of the new sports lighting systems.
- 3.22 All lamps and foot-candles verification measurements shall be conducted after 100-hours burn-in period has elapsed. The City of Orlando's project manager shall witness verification measurements. Re-aim lights if needed.

- 3.23 Contractor shall commission the Control Link system by performing the following:
1. Check all Zones to assure the Zones work in both the auto and manual mode.
 2. One hour comprehensive burn if all lights on each Zones.
 3. Set base line for the Data Acquisition Systems (DAS).
- 3.24 Upon completion Contractor shall provide to owner three (3) copies of close out documents, to include:
1. Warranties and warranties point of contacts
 2. All Test Reports
 3. Operation and Maintenance manuals.
 4. "As-build" drawings. Include on computer diskette copies of any documents prepared in electronic format, i.e. Auto-CAD, Word.
 5. Copies of signed permits and inspection reports.
 6. All Waivers of Liens.

PART IV - MAINTENANCE SERVICES

- 4.1 Provide one (1) group re-lamp(s) at the end of the lamp's rated life, minimum 5,000 hours.
- 4.2 Provide a comprehensive warranty and maintenance program. The program shall ensure a reliable operational lighting system for minimum of 25 years.

END OF SECTION



CITY OF ORLANDO

Facilities Management Division, Office of Business & Financial Services
1010 S. Westmoreland Drive, Orlando, Florida 32805

Project Name:	Blankner Ballfield Lights
Project #:	09218101
Date:	Feb 24, 2009
Sheet Title:	Location Identifier
Sheet:	1 of 3 Rev. Two



CITY OF ORLANDO

Facilities Management Division, Office of Business & Financial Services
1010 S. Westmoreland Drive, Orlando, Florida 32805

Project Name:	Blankner Ballfield Lights
Project #:	09218101
Date:	Feb 24, 2009
Sheet Title:	Field Dimensions & Detail
Sheet:	2 of 3 Rev. Two



Connect to OUC Power Pole
Number 081937



CITY OF ORLANDO

Facilities Management Division, Office of Business & Financial Services
1010 S. Westmoreland Drive, Orlando, Florida 32805

Project Name:	Blankner Ballfield Lights
Project #:	09218101
Date:	Feb 24, 2009
Sheet Title:	Pole & Transformer Detail
Sheet:	3 of 3 Rev. Two

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

CITY OF ORLANDO, FLORIDA
OFFICE OF PURCHASING AND MATERIALS MANAGEMENT
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando, Florida
Office of Purchasing and Materials Management
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

We have received Invitation To Bid No. **SB09-640**, opening at **4:00 p.m., on Monday, March 30, 2009.**

Reason for not bidding: _____

BY:

Signature

Name & Title, Typed or Printed

Company Name

**Provide and Install Sports Lights at
Blankner Elementary Little League Field**

INVITATION TO BID # SB09-640

GENERAL CONDITIONS

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

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

Director of Purchasing, City of Orlando

SPECIAL CONDITIONS

1. RECEIPT OF BIDS - DUE DATE:

- a. **Sealed bids in an original and one (1) copy** shall be submitted to the Office of the Director of Purchasing no later than **4:00 p.m., on Monday, March 30, 2009**. Bids will not be accepted after this time and date.
- b. Each bid shall be submitted in a sealed envelope prior to the time established for opening of bids, and the envelope shall be marked with the bid number, title of the bid, and bid opening date.
- c. If submitted by mail, the envelope shall be enclosed in another envelope addressed to the Director of Purchasing. If submitted otherwise than by mail, it shall be delivered to the Office of the Director of Purchasing.
- d. Sealed bids are to be addressed as follows for either mail or hand delivery:

Ray Elwell
Deputy CFO/Purchasing Director
City of Orlando
Office of Purchasing and Materials Management
City Hall at One City Commons
400 S. Orange Avenue - Fourth Floor
P.O. Box 4990
Orlando, Florida 32802-4990

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

2. WITHDRAWAL OF BIDS:

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

3. EVALUATION OF BID AWARD:

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

4. **AMENDMENT OF THE INVITATION TO BID:**

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

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

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

5. **"NO BID" RESPONSE FORM:**

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

6. **SUBMITTAL OF SPECIFICATIONS:**

Specifications must be submitted with your bid. Advertising literature or brochures will not be acceptable.

7. **WARRANTIES:**

Each bid must state the warranty and conditions thereof on each item as specified in the Invitation to Bid.

8. **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.

9. **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.

10. FAMILIARITY WITH SITE CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement 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.

11. HOLD HARMLESS/INDEMNIFY:

The successful bidder hereby agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

12. PATENT/COPYRIGHT HOLD HARMLESS:

The bidder shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Bidder 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 goods or services, or any part thereof, furnished under this Bid, constitute an infringement of any patent or copyright of the United States. The bidder shall pay all damages and costs awarded against the City.

13. AWARD OR REJECTION OF BIDS:

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

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

- a. The ability, capacity and skill of the bidder to perform the service required.

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

14. 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 three (3) years from the date of final payment under the 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.

15. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

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

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

Dianne Farrell, C.P.M., Senior Purchasing Agent
City of Orlando
Office of Purchasing and Materials Management
City Hall at One City Commons
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2363
Fax (407) 246-2869
Website: <http://www.cityoforlando.net>
Email: Dianne.Farrell@cityoforlando.net

16. BIDDER'S CERTIFICATION FORM:

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

THE FAILURE OF A BIDDER TO SUBMIT THIS DOCUMENT WILL BE CAUSE FOR REJECTION OF THE BID.

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

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 named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

19. BID TABULATION:

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

20. BID AWARD:

Award will be made **approximately April 30, 2009**. It is incumbent on bidders to contact the Office of Purchasing at (407) 246-2291 to determine the successful bidder(s). Any appeal from this decision to award must be filed in writing seven (7) days from the award date to the Office of Purchasing pursuant to the Purchasing Code of the City of Orlando, (Chapter 7, Orlando City Code). This Invitation to Bid is issued in accordance with and shall be governed by the provisions of Chapter 7 of the City of Orlando's Code.

21. 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. The contractor further 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, unless a longer period is specified in the solicitation, 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.

ALL EQUIPMENT AND MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

22. PAYMENT TERMS:

Final and complete payment will be made on the basis of completion and acceptance by the City of the work required under the Contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Such payment to be made within thirty (30) days after completion and acceptance of the work, and submission of said evidence. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the contractor or any subcontractor under the Contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

23. PERIODIC AND FINAL CLEANING:

The successful bidder shall:

- a. Schedule periodic cleaning to keep the worksite, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- b. Provide on-site container for the collection of waste materials, debris, and rubbish.
- c. Dispose of waste materials, debris, and rubbish off the Owner's property.
- d. Upon completion of work in each area, provide final cleaning and return space to a condition suitable for use by the City.
- e. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

24. TIME IS OF THE ESSENCE:

An understanding and agreement by and between the bidder and the City, that the completion time as specified in bidder's submission is an ESSENTIAL CONDITION OF THE CONTRACT. The bidder shall agree that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

25. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, and who maintain the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for City holidays.

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

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

26. NON-MANDATORY PRE-BID CONFERENCE:

A Non-Mandatory Pre-Bid Conference will be held at:

**City of Orlando
Office of Purchasing and Materials Management
City Hall at One City Commons
400 S. Orange Avenue, 4th Floor
P.O. Box 4990
Orlando, FL 32802-4990**

On

Tuesday, March 17, 2009 at 10:00 a.m.

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

27. LIQUIDATED DAMAGES:

Should the successful bidder, as subsequent contractor for the work, fail or refuse to complete the work within the specified time and provided the contractor has not previously obtained an extension of time from the City of Orlando, the contractor agrees that the sum of two-hundred and fifty dollars (\$250.00) shall be deducted from the contract price and/or the Performance Bond by the City of Orlando as liquidated damages for each calendar day or portion thereof elapsing beyond the guaranteed completion date of the work to partially offset the City for the hardship and expense caused by the delay.

28. FAMILIARITY WITH THE WORK:

The bidder by signing this Invitation To Bid, 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 Invitation To Bid by the bidder serves as his stated commitment to fulfill all the conditions referred to in this Invitation To Bid.

29. SAFETY MEASURES:

The successful bidder shall be solely responsible for safety. The successful bidder shall take all necessary precautions for the safety of the City's and successful bidder's employees on the work site, and shall erect and properly maintain at all times all necessary safeguards for the protection of the workmen and public. The successful bidder shall post signs warning against hazards in and around the work site.

30. FAILURE TO EXECUTE AGREEMENT:

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

31. 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.

32. TERMINATION OF AGREEMENT:

- a. The performance of the Agreement may be terminated by the Director of Purchasing in accordance with this clause, in whole or in part, in writing whenever the Director of Purchasing shall determine that the successful bidder has failed to meet the performance requirement(s) of the Agreement.
- b. The Director of Purchasing has a right to terminate for default if the successful bidder fails to make delivery of the supplies, or if the successful bidder fails to perform the service within the time specified in the Agreement, or if the successful bidder fails to perform any other provisions of the Agreement.
- c. Failure of a successful bidder to deliver or perform the required services within the time specified, or within reasonable time as interpreted by the Director of Purchasing; or failure to make replacements of rejected articles 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 services of comparable grade to replace the articles or services rejected or not delivered.

On all such purchases, the successful bidder shall reimburse the City, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of Agreement prices.

- d. Such open market purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing.

The successful bidder shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Agreement terms and conditions was due solely by actions of the City without the fault or negligence of the successful bidder.

33. 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.

34. PROVIDING PERFORMANCE BOND:

- a. The successful bidder must provide, prior to commencing work, a Performance Bond in the amount of ____% of the bid amount.
- b. Performance Bond must be in the form of a Cashier's Check, Money Order, Certified Check, or Certified Bond from an established Bonding Agency licensed to do business in the State of Florida.

- c. "Performance Bond" means a bond of a Contractor/Vendor in which a surety guarantees to the City that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the City, include a letter for credit issued by a financial institution.
- d. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1 annually, as amended.

35. DISCOUNTS:

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

36. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

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

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

37. FLORIDA PROMPT PAYMENT ACT:

- 1. Proper Invoice
For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:
 - a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
 - b. the amount due, applicable discount(s), and the terms thereof;
 - c. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d. the Purchase Order or Contract number as supplied by the City; and

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

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

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

2. Dispute Resolution

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

38. MISCELLANEOUS PROVISIONS:

- a. The successful bidder shall not employ sub-contractors without the prior written permission of the Director of Purchasing.
- b. Assignment of the Agreement shall not be made without the prior written consent of the Director of Purchasing, and any attempted assignments without such consent shall be void.
- c. The successful bidder shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of work under the Agreement.
- d. No waiver, alterations, amendment or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Director of Purchasing or his designee.

- e. The successful bidder 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 the Agreement.
- f. The successful bidder shall at all times, keep the area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials into an area designated by the City, or remove to a waste site as directed by the City.

If the successful bidder fails to clean in accordance with the Agreement, the City will complete the task and charge the successful bidder for such services.

- g. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- h. The successful bidder is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the successful bidder.
- i. The Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- j. Any litigation arising out of the Agreement shall be had in the courts of Orange County, Florida.

39. BIDDER'S WARRANTY:

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

40. INSURANCE/PERFORMANCE BONDS:

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

41. DRUG-FREE WORKPLACE CERTIFICATION:

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

42. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Office of Purchasing & Materials Management, City Hall at One City Commons, 400 South Orange Avenue, 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.

43. PURCHASING CARDS:

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

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

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

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

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

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

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

44. LIVING WAGE POLICY:

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

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

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

45. RECIPROCAL LOCAL PREFERENCE:

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

46. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, proposals or qualification statements to award the work described herein to more than one responsive bidder, proposer or respondent.

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

47. SUBCONTRACTORS:

47.1 The Contractor shall have the right to employ subcontractors provided, however, that the Contractor shall: 1) inform the City as to what particular services the subcontractors shall be employed to do; 2) inform the City as to what extent (what percentage) of the total Project Services each subcontractor shall be employed to do; 3) be solely responsible for the performance of all of its subcontractors including, but not limited to, their maintenance of schedules and performance of services, and the resolution of all contract disputes; 4) terminate the use and services of any subcontractors upon receipt of written notice from the City (which may be made for the City's convenience); 5) promptly replace each such terminated subcontractor with a subcontractor of comparable experience and expertise; 6) cause a subcontractor to remove any employee(s) from a Project at the City's request (again for the City's convenience); 7) assure that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise. It is also understood that the City does not, by accepting a subcontractor, warrant or guarantee the reliability of effectiveness of their services.

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

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

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

- 47.4 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.
- 47.5 The Contract with the City shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor, and in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section. To the extent feasible, the provisions of the Contract with the City shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall not make any subcontractor a party to the Contract with the City, nor a third party beneficiary thereof.

48. 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.

**AGREEMENT TO PROVIDE AND INSTALL SPORTS LIGHTS AT
BLANKNER ELEMENTARY LITTLE LEAGUE FIELD**

THIS AGREEMENT, made this ____ day of _____, 2009, 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 the term specified herein, with the City having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows:

WITNESSETH:

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. SCHEDULE/TERM

The Agreement Work Schedule/Term is as stated below:

The Contractor shall commence work under this Agreement within _____ calendar days after notice to proceed is issued from the City of Orlando, Office of Purchasing and Materials Management, and shall fully complete all work in accordance with this Agreement within _____ calendar days from the commencement date. All Work unless otherwise specified or agreed to in advance, is to be performed during the City's normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays.

III. COMPENSATION PLAN

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

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

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

IV. PAYMENT

The Contractor, upon completion of the Work, shall issue an invoice to the City for the total Agreement price.

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, 400 South Orange Avenue, 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. The Contractor further 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, unless a longer period is specified in the solicitation, 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 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 costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the Agreement.

2. Insurance

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

(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. Liquidated Damages

Parties agree that damages are difficult to determine but that these liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay the City the sum of Two Hundred Fifty Dollars (\$250.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work, not as a penalty but as liquidated damages for breach of contract as herein set forth.

H. 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 it is accepted by the City.

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.

I. 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.

J. 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.

K. 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.

L. 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.

M. Safety Measures

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

N. 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.

O. 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.

P. 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 into an area designated by the City, or remove to a waste site as directed by the City.

If the Contractor fails to clean up the Work Site, the City will complete the task and charge the Contractor for such services.

- 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 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.

OFFICE OF PURCHASING
AND MATERIALS MANAGEMENT
CITY OF ORLANDO, FLORIDA

CONTRACTOR

By: _____
Director of Purchasing

By: _____
Signature

RAY ELWELL
Name, Typed or Printed

Name & Title, Typed or Printed

Date: _____, 2009

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

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

Area Code/Telephone Number

Date: _____, 2009

SEAL

CITY ATTORNEY
ORLANDO, FLORIDA

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

Signature

Name & Title, Typed or Printed

STATE OF _____

COUNTY OF _____

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

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

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

(SEAL) Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

Title/Rank of Person Taking Acknowledgment

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

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

EXHIBIT "A"
INVITATION TO BID

EXHIBIT "B"

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