

Mayor  
Buddy Dyer



Chief Procurement Officer  
David Billingsley, CPSM, C.P.M.

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

**DATE OF ISSUE:** MARCH 5, 2018  
**IFB DUE DATE:** APRIL 5, 2018  
**IFB DUE TIME:** 2:00 p.m., Local Time, City of Orlando, FL  
**BID DELIVERY LOCATION:** City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
*Bid opening held at same location.*  
**IFB TITLE:** STRUCTURE CLEANING SERVICES  
**IFB NO:** IFB18-0255  
*(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)*

**THIS IS NOT AN ORDER**

**DIRECT ALL INQUIRIES TO:** Silvia Coste, Purchasing Agent II  
Phone: (407) 246-2291  
Email: TeamC@cityoforlando.net

**BUSINESS NAME & ADDRESS**

U.S. Submergent Technologies, LLC  
Business Name  
235 N Orange Ave, Suite 201  
Address  
Sarasota, FL 34236  
City, State, Zip  
844-765-7866  
Telephone Number  
rcordrey@ussubmergent.com  
Business Email Address

**CONTACT INFORMATION**

Randy Cordrey  
Name of Contact Individual  
6450 University Blvd, Unit 1  
Contact Address  
Winter Park, FL 32792  
Contact City, State, Zip  
786-449-6991  
Contact Telephone Number  
rcordrey@ussubmergent.com  
Contact Email Address

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



## City Hall 2<sup>nd</sup> Floor Under Construction

Due to construction, there is no access to City Hall on the 2nd Floor. When coming from the City Commons parking garage, you will be directed to cross over the bridge and down the CNL escalator or elevator to get to the 1st Floor entrance into the City Hall Rotunda.

For questions about ADA assistance, please call Laura Carroll at 407.246.2680.

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**INSTRUCTIONS FOR SUBMITTING BID  
IN RESPONSE TO INVITATION FOR BIDS FOR THE  
IFB18-0255, STRUCTURE CLEANING SERVICES**

**PREPARATION OF BIDS:**

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder 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 prices 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 responsive and responsible bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

**SUBMITTAL CHECK LIST:** ✓

Bidders should use the bid check list below of standard forms which are to be completed and returned as part of your bid submittal. **Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.**

The items listed below are required. Additionally, other forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below. It is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

- Bid Security in the amount of 10% of Bid.
- Solicitation Cover Page with completed information requested.
- Current Copy of Bidder's W-9
- Bids Price Form(s) (Unit Price and Total Price Columns completed).
- Bidder's Certification, signed and notarized.
- Bidder's Questionnaire.
- Conflict of Interest Disclosure Form.
- Contract and Acceptance Form.
- Bid must be submitted as one (1) original, one (1) hard copy, and one PDF electronic copy on a CD or Flash Drive.
- Minority/Women Owned Business Enterprise Participation Form.
- Veteran Business Enterprise Participation Form.
- Completed Addendum Acknowledgment Form for each Addendum.

It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda.

**Special Items Required:**

Certificate of Insurance required within seven (7) days of Notice of Intended Action.

**Written Question(s) Form:** Written questions must be received at least ten (10) days prior to the solicitation due date.

**SEALED BID ENVELOPE LABEL:**

Complete the label below with all appropriate information and affix it to the outside of the envelope containing your submittal. This will assist in the proper processing of the submittal and avoid revealing the contents of that envelope until the official solicitation opening time and date.

**SEALED BID ENCLOSED**  
 (To be opened by Procurement official noted below)



Respondent's Name: U.S. Submergent Technologies, LLC  
 Respondent's Address: 235 N Orange Ave, Suite 201  
Sarasota, FL 34236

Respondent's Contact Name: Randy Cordrey  
 Respondent's Telephone Number: ( 786 ) 449 - 6991

**City of Orlando**  
**Procurement and Contracts Division**  
**Attention: David Billingsley, CPSM, C.P.M.,**  
**Chief Procurement Officer**  
**C/O Purchasing Agent: Silvia Coste, Purchasing Agent II**  
**400 South Orange Avenue, Fourth Floor**  
**Orlando, Florida 32801**

Solicitation No.: IFB18-0255  
 Solicitation Title: Structure Cleaning Services  
 Solicitation Due Date & Time: APRIL 5, 2018 AT 2:00 P.M., Local Time, City of Orlando, FL.

**INVITATION FOR BIDS AWARD INFORMATION:**

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

1. Bid documents are available for download from the eSupplier website:

You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:

<https://vendorlink.cityoforlando.net/common/default.aspx>

2. You may also visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at:

<https://vendorlink.cityoforlando.net/common/default.aspx> for current bid, and other information.

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

**NON- MANDATORY PRE-BID CONFERENCE:**

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

**City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor, Tarpon Conference Room  
Orlando, Florida 32801**

**On**

**March 15, 2018, at 10:00 a.m., Local Time, City of Orlando, FL**

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

**NON-MANDATORY  
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:**

A Non-Mandatory Pre-Bid Conference will be held City of Orlando, Procurement and Contracts Division, 400 S. Orange Avenue, 4<sup>th</sup> Floor, Orlando, FL 32802 on March 15, 2018, at 10:00 a.m., Local Time, City of Orlando, FL.

Please return this form by: **March 13, 2018.**

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
Telephone: (407) 246-2291  
Fax: (407) 246-2869

**PLEASE CHECK:**

\_\_\_\_\_ We plan to attend

Name of Representatives who will attend

- 1. \_\_\_\_\_ Attended \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

\_\_\_\_\_ A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use "WRITTEN QUESTION(S) FORM" as indicated in the Table of Contents).

\_\_\_\_\_ 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

**SPECIFICATIONS FOR IFB18-0255, STRUCTURE CLEANING SERVICES****I. GENERAL**

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple vendors if possible, so vendors that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment.

**II. SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. Structures shall be cleaned using hydraulically-propelled, and/or high velocity water jet sewer cleaning equipment capable of removing sand and/or debris in surcharged conditions. Structures shall be defined as a tank, basin, pond and other types of structures including, but not limited to channels, equalization tanks, clarifiers, aeration basins, oxidation ditches, anoxic tanks, filter media bays, contact basins, digesters, headworks, grit chambers, containment units, thermal process tanks, package plants, reject ponds, lift stations, backwash basins, splitter boxes, baffle boxes, manholes, sumps or sediment traps.
- B. Debris shall be defined as sand, silt, solids, rags, sludge, rocks, bricks, loose gaskets, pieces of broken pipe and other foreign objects encountered in structures. The cleaning process shall be able to remove all debris from each structure that is identified by the City. The selection of cleaning equipment and method shall be based on the structure type, amounts of debris anticipated, and the known condition of the structure and will be subject to the City's approval for the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are properly trained and qualified in using that type of equipment or device.
- C. The Bidder will be required to submit a minimum of three (3) references, within the State of Florida, that demonstrate that they have the necessary equipment, experienced personnel, and are capable of cleaning large diameter structures, utilizing a closed loop system, in surcharged conditions, per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed cleaning equipment are not satisfactory, the Contractor may be required to utilize different personnel, equipment and/or attachments, as necessary to meet the requirements.
- D. Satisfactory precautions shall be taken to protect structures, equipment and adjacent facilities from damage that might be caused by improper use of the cleaning equipment or

method. Any damage resulting from Contractor negligence shall be repaired by Contractor at no cost to and to the satisfaction of the City.

### III. EQUIPMENT

- A. All cleaning equipment shall include an extraction device that removes all solids and decants water back into the structure without the release of debris. The cleaning equipment shall have an approximately 49 foot boom crane with telescoping tubes and shall have a downhole system that enables the removal of debris from deep or submerged conditions. The equipment shall have a minimum 10 cubic yard debris tank, capable to be pressurized for debris and water separation. If the site conditions are such that large debris amounts are anticipated, then the equipment shall be capable to operate in conjunction with pressurized roll off containers.
- B. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere and does not allow the debris being removed to pass downstream from the access point or back into the system being cleaned. The cleaning equipment shall be able to operate without the need of bypass pumping during the cleaning operations.
- C. High Velocity Water Jet Cleaning:
1. The jetting equipment must be specifically designed and controlled to thoroughly clean the structure without damage. A working pressure gauge shall be used on the discharge of all high pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean loose debris underneath the top of the structure, to a downward angle in order to clean the bottom or sides depending on the structure needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent further damage to the structure.
  2. The primary water pump should be rated at least 140 gpm at 2000 psi and have additional capacity as needed to perform the work. To take full advantage of the Closed-Loop capabilities and increase production, the Closed-Loop system equipment shall have a hose reel and hose that is capable of cleaning at least 1000 LF from one access point.
- D. Hydraulically Propelled Cleaning Equipment:
- The hydraulically propelled equipment must be specifically designed to remove large amounts of debris and sediment under surcharged conditions. Hydraulically propelled equipment must be capable of properly functioning without the use of additional water.
- E. Debris Collection:
1. The debris collection system shall include both vacuum and pumping capability with a sealed containment unit that must be able to safely transport either sanitary

sewer or storm system debris to a legal disposal site without leakage or emitting any significant amount of odor. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing 99% of the solids and debris, and decanting only water back into the collection system downstream of the debris collection point or into a discharge point designated and approved by the City.

2. The debris collection system shall have a telescoping boom and tube system that is capable of reaching approximately 49 feet from the center of the debris collection vehicle into the structure for effective placement of the vacuum/pumping tube.
3. Sand and sediment collected during operations must be able to pass the paint filter dry test to be eligible to collect pay items for debris disposal. All sanitary sewage or wastewater treatment plant structures will be eligible for the pay item for Disposal of Sanitary Sewer Solid Waste Material. All stormwater systems or structures will be eligible for the pay item for Disposal of Stormwater System Solid Waste Material.

#### IV. EXECUTION

- A. All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe or structure is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire structure is clean and has been approved by the City Representative. The Contractor shall only use biodegradable materials which will not create hazards to health or property or affect stormwater receiving bodies or sewage treatment plant processes.
- B. The jetting action from the nozzle will propel the cleaning head to a chosen point (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle to the access point, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container. The operator will extend the nozzle to further points in the structure and repeat this procedure until the furthest point has been reached and is clean of all sediment and debris. The Contractor is responsible to use whatever means necessary to remove all sediment and debris from the structure or system without damage to the facility. The debris collection system shall separate the solids and return only liquid back into the system or structure.
- C. The Contractor shall be responsible for obtaining a water meter and pay all related costs as necessary. All expenses shall be considered incidental to the cleaning of the structure. No fire hydrant shall be obstructed or used when there is a fire in the area.
- D. In addition to the requirements herein, the Contractor shall maintain a safe and clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning structures and disposing of waste debris. The Contractor shall also keep the work area and surrounding area free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste

materials, debris and rubbish shall be provided by the contractor until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal disposal site for the disposal of the debris material. Under no circumstances shall sewage or solids removed from a sanitary sewer system be spilled or dumped in streets, ditches, catch basins, or storm drainage systems.

- E. The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process and starting the clock regarding payment. Partial days of work will be prorated for payment if a minimum 8 hours of work has not been performed during a day.

## V. POLLUTION AND NOISE CONTROLS

- A. Contractor shall minimize noise, vibration and pollution caused by their activities, and control the removal and disposal of solid and hazardous wastes according to the following Performance Criteria:
1. Noise Control shall be in accordance with Federal, State, and City regulations. The equipment noise level shall not exceed 75 Db measured at a distance of 50 feet, during normal operating conditions. The Contractor shall comply with all City Ordinances and regulations dealing with noise abatement.
  2. Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.
  3. Air Pollution Control shall be in accordance with Federal, State, and City regulations.
  4. Fugitive Dust:
    - a. Do not cause or allow the emissions of from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.
    - b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.
    - c. Do not cause or allow particulate matter to exceed 100 mg/m<sup>3</sup> when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.
    - d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

- e. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere.

## B. Solid and Hazardous Waste

Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

1. Execution: In order to implement these regulations, the Contractor shall use the following procedures and techniques:

### a. Dust Control

- (1) Cover loads of materials, debris and soil transported from construction sites.
- (2) Daily water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials.
- (3) Establish regular cycles and locations for washing trucks which haul soil from the site.
- (4) Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.
- (5) Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
- (6) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. The Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by the City Representative.
- (7) Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the City Representative.

## C. Solid and Hazardous Waste Disposal:

1. Solid wastes may be disposed of in a number of ways, including legal land spreading, controlled incineration, public or private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 – 190 to 399, and by local requirements.
2. Hazardous wastes are wastes listed in 40 CFR Part 261, Subpart D as hazardous or they are wastes characterized in 40 CFR Part 261, Subpart C as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°F), corrosivity (i.e., Ph < 2 or > 12.5), reactivity, or toxicity.

3. A hazardous waste determination must be made of any waste material. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a Hazardous Waste facility authorized by DEP, EPA or another state. Hazardous Waste cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Regardless of quantity, the generator of Hazardous Waste is ultimately responsible for the waste, and can be held liable for improper management of Hazardous Waste even though it may have been sent to an authorized Hazardous Waste management facility using a licensed transporter authorized by DEP.
  
4. Haul routes for transporting sediment and debris solids or hazardous wastes are subject to the approval of the City Representative.

**-End of Section-**

**SPECIAL CONDITION CLAUSES****Bid Security:**

Bid Security shall be made payable to the City, in an amount equal to ten percent (10%) of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

**Examination of Project**

The bidder, having visited the site of the proposed project and familiarized itself with the local conditions, nature and extent of the work, and having examined carefully the specifications included and 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 work within time limits as agreed for the submitted bid prices.

**Periodic and Final Site Cleaning**

The Contractor 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 from the Owner's property;
- D. Upon completion of work in each area, provide final cleaning and otherwise 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.

**Performance Security / Bond**

- A. The Contractor may be required to provide, prior to commencing work, a performance security ("Performance Bond") in the full amount of the purchase order amount, subject to the City's obligation to require a bond for a purchase order over \$200,000.00. The Performance Bond shall remain in effect during the term of the contracted work assignment and any extensions thereof.

- B. The Performance Bond must be from an established bonding agency licensed to do business in the State of Florida.
- C. The "Performance Bond" shall mean a bond of the Contractor in which a Surety guarantees to the City that the work/services will be performed in accordance with the Contract documents. The Performance Bond shall be upon terms acceptable to the City in its sole discretion.
- 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.

#### **Performance Bond and Payment Bond**

In accordance with Florida Statutes, Section 255.05(1)(a), a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a building or public works project. The City reserves the right to waive this requirement at any time for any purchase order of \$200,000.00 or less.

Accordingly, if the amount of the purchase order to the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the purchase order. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the City.

In the event that the purchase order amount is less than \$200,000.00, a Payment and Performance Bond may be required thereafter, in such amount as determined by the City, if at any time the value of the purchase order exceeds or may be expected to exceed \$200,000.00. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their bid. Failure by the Contractor to submit a conforming bond when required by this Section may constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect until one (1) year after the date of substantial completion of the work assigned to the Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section,

Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety(ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

**Quantities**

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

**Favored Customer Clause:**

Should the awarded bidder (also referred to hereinafter as "Contractor"), of a Contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

**Local Representatives**

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis".

**GENERAL CONDITIONS**

**Bidder should read and follow the following instructions.**

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.
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, standard terms and conditions and special conditions.
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, with the total bid amount being read aloud. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.
  - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 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 in accordance with Florida Statutes, 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's Chief Procurement Officer shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Procurement Code, (Chapter 7 of the City Code).
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 or contract which may result from this bid.

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

**STANDARD TERMS AND CONDITIONS****1. RECEIPT OF BIDS:**

- a. **Bid must be submitted as one (1) original, one (1) hard copy, and one PDF electronic copy on a CD or Flash Drive, and shall be submitted to the Procurement and Contracts Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.**
- b. Each bid shall be submitted in a sealed envelope and marked with the bid number, title of the bid, and bid opening date and time.
- c. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope addressed to the City's Chief Procurement Officer (CPO), at the address listed below. Bids submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Procurement and Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the bidder to ensure that bids or proposals are received in the office of the Procurement and Contracts Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

- d. All bids shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below. Sealed bids are to be addressed as follows:

City of Orlando  
Procurement and Contracts Division  
Attention: David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer  
C/O Purchasing Agent: **Silvia Coste, Purchasing Agent II**  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

**2. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- a. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.
- b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Please see the "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline 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 Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this Invitation for Bids:

Silvia Coste, Purchasing Agent II

City of Orlando

Procurement and Contracts Division

City Hall at One City Commons

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

(407) 246-2291

Fax (407) 246-2869

Website: <http://www.cityoforlando.net/procurement/>

**3. TERM OF THE CONTRACT:**

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

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

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

**5. SUBMITTAL OF BIDS:**

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

**6. BID INFORMATION:**

It is incumbent on the bidder to check the City of Orlando's website at <https://vendorlink.cityoforlando.net/common/default.aspx> or contact the Procurement and Contracts Division for current bid and award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bids Award Information".

**7. EXCEPTIONS TO TERMS AND CONDITIONS:**

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

**8. SPECIFICATIONS:**

a. The Specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.

b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in

describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

9. **SILENCE OF SPECIFICATIONS:**

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

10. **DISCOUNTS:**

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

11. **ALTERATIONS/CHANGES TO BID PRICE FORM(S):**

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

12. **ADDENDA:**

It is the bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda. The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

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

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

**14. OPENING OF BIDS:**

Sealed bids will be received in the Procurement and Contracts Division until the due date and time as specified in this Invitation for Bids. Bids will be opened and the total bid amount shall be publicly read aloud immediately following the published due date and time. No responsibility will attach to the City for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

**15. BIDDER QUALIFICATION:**

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

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 a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

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

**16. INSPECTION OF PUBLIC RECORDS:**

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2<sup>nd</sup> Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to [records@cityoforlando.net](mailto:records@cityoforlando.net). Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

**17. IRREGULAR BIDS:**

Bids made on other than the documents furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however shall have the authority to waive minor irregularities.

**18. UNBALANCED BIDS:**

At determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

**19. WITHDRAWAL OF BIDS:**

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the City's Chief Procurement Officer.

**20. EVALUATION OF BID AWARD:**

The City reserves the right to award the bid to the responsive and responsible bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

**21. AWARD OR REJECTION OF BIDS:**

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer 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, may be considered by the City's Chief Procurement Officer:

- 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 relevant or secured.

**22. SELECTION/REJECTION OF OPTIONS:**

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

**23. MULTIPLE AWARDS:**

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, 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.

**24. CONTINGENT FEES:**

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

**25. IRREVOCABLE OFFER:**

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

**26. PRICING AND ORDERING:**

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

**27. RETURN OF MERCHANDISE:**

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

**28. FAMILIARITY WITH SITE WORK AND CONDITIONS:**

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

**29. RIGHT TO AUDIT RECORDS:**

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

**30. ASSIGNMENT:**

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

**31. 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 funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

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

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

**32. APPLICABLE LAW AND APPEALS:**

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: [https://www.municode.com/library/fl/orlando/codes/code\\_of\\_ordinances?nodeId=TITIICICO\\_CH\\_7PRCO](https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH_7PRCO) or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

**33. WARRANTY:**

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

**34. CONTRACT AND ACCEPTANCE FORM:**

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the City's Chief Procurement Officer may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an

authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

- b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

**35. ACCEPTANCE OF MATERIALS/SERVICES:**

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. 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.

**36. CONTRACT ALTERATIONS:**

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or the CPO's designee.

**37. INDEMNIFICATION:**

The awarded bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including

attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

**38. INSURANCE:**

- a. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

|                       |                           |
|-----------------------|---------------------------|
| Workers' compensation | Statutory                 |
| Employer's Liability  | \$100,000 each occurrence |

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

|                   |                             |
|-------------------|-----------------------------|
| Bodily injury and | \$1,000,000 combined single |
| Property damage   | limit each occurrence       |

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and  
Property damage

\$1,000,000 combined single  
limit each occurrence

**39. LICENSES:**

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

**40. AUTHORITY:**

The City's Chief Procurement Officer or the CPO's written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

**41. PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

**42. PROMPT PAYMENT ACT:**

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice

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

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

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Business and Financial Services 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 Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer 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.

43. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

44. EQUIPMENT:

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.

45. TERMINATION FOR CONVENIENCE:

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation 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 or materials provided 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.

**46. DRUG-FREE WORKPLACE CERTIFICATION:**

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

**47. AMERICANS WITH DISABILITIES ACT:**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

**48. PURCHASING CARD PROGRAM:**

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

**49. RECIPROCAL LOCAL PREFERENCE:**

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

**50. EMERGENCY SUPPORT:**

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

**51. SUBCONTRACTORS:**

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

**52. BID PRICES:**

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

**53. GOVERNING LAW / VENUE**

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

**54. RECYCLED CONTENT:**

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 is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

**55. LIVING WAGE POLICY:**

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$10.71 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 at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed \$100,000.00 per year. More particularly, this provision shall apply to single and multiple award agreements for Covered 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.

**56. ORDER OF PRECEDENCE:**

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

**57. 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 the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

**58. TERMINATION FOR DEFAULT:**

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer 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 contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. 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 Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

**59. TIME OF COMPLETION:**

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances

not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. 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.

**60. CORRECTION OF WORK:**

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract 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.

**61. INFORMATION:**

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, 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 as necessary to perform the Work.

**62. SAFETY MEASURES:**

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

**63. EXTRA WORK:**

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract 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 amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it 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 City's Chief Procurement Officer, 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.

**64. FAMILIARITY WITH THE WORK:**

The Contractor 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 the contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the contract.

**65. 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.

**66. 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 Bidder 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.

**67. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:**

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. 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.

**68. CLEAN WORK AREA:**

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

**69. MISCELLANEOUS PROVISIONS:**

By submitting a bid, the bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

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**FORMS AND SUBMITTAL DOCUMENTS**



## BID PRICE FORM



## REVISED BID PRICE FORM

**You are invited to Bid on the following: IFB18-0255, STRUCTURE CLEANING SERVICES**

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the work within time limits as agreed for the following bid prices.

The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. It is the intent of the City to award multiple contracts for use as an as needed basis.

| BID ITEM # | Estimated QTY | UNIT    | ITEM DESCRIPTION  | UNIT PRICE (In Numerals) | EXTENDED PRICE (In Numerals) |
|------------|---------------|---------|---|--------------------------|------------------------------|
| 1          | 1             | LS      | MOBILIZATION AND DEMOBILIZATION NON-EMERGENCY BASIS   | \$ 3,500.00              | \$ 3,500.00                  |
| 2          | 1             | LS      | MOBILIZATION AND DEMOBILIZATION EMERGENCY BASIS   | \$ 5,500.00              | \$ 5,500.00                  |
| 3          | 100           | Per Day | BASIC VAC SERVICE EQUIPMENT AND QUALIFIED CREW (VAC ONLY)   | \$ 3,750.00              | \$ 375,000.00                |
| 4          | 100           | Per Day | ADDITIONAL FEATURE- MIN. 70 GPM @ 2,000 PSI JETTING (LIGHT JET CLEANING, AS REQUIRED)   | \$ 250.00                | \$ 25,000.00                 |
| 5          | 100           | Per Day | ADDITIONAL FEATURE- MIN. 150 GPM @ 2,000 PSI JETTING (MEDIUM JET CLEANING, AS REQUIRED)   | \$ 750.00                | \$ 75,000.00                 |
| 6          | 100           | Per Day | ADDITIONAL FEATURE- MIN. 500 GPM @ 2,000 PSI JETTING (HEAVY JET CLEANING, AS REQUIRED)  | \$ 2,500.00              | \$ 250,000.00                |
| 7          | 100           | Per Day | ADDITIONAL FEATURE- SUBMERSIBLE PUMPING SYSTEM FOR SUBMERGED STRUCTURE CLEANING USING AN AUXILLARY PRESSURE CONTAINMENT/DECANT SYSTEM | \$ 2,500.00              | \$ 250,000.00                |
| 8          | 100           | Per Day | ADDITIONAL FEATURE- 49' KNUCKLE BOOM CRANE WITH TELESCOPING TUBES   | \$ 2,000.00              | \$ 200,000.00                |
| 9          | 100           | Per Day | ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW  | \$ 1,000.00              | \$ 100,000.00                |
| 10         | 100           | Per Day | ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW (SUPPLIED AIR REQUIRED)  | \$ 2,500.00              | \$ 250,000.00                |
| 11         | 500           | Per Ton | DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)   | \$ 63.00                 | \$ 31,500.00                 |
| 12         | 500           | Per Hr  | DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL AT CITY FACILITY AT 5100 L.B.McLEOD RD (INCLUDES TRANSPORTATION)                      | \$ 115.00                | \$ 57,500.00                 |
| 13         | 500           | Per Ton | DISPOSAL OF STORMWATER SYSTEM SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)  | \$ 42.00                 | \$ 21,000.00                 |

TOTAL \$ 1,644,000.00

Bidder Initials DJS

Bidder's Name: U.S. Submergent Technologies, LLC

1. 1. FOB Point Destination

2. Discount Payment Terms (if any): N/A %, if paid within N/A days after receipt of invoice.

3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?  
     Yes   X   No

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



## EQUIPMENT LIST



| <b>BIDDERS EQUIPMENT LIST FOR IFB18-0255, STRUCTURE CLEANING SERVICES</b> |                            |                                 |
|---|----------------------------|---------------------------------|
| <b>Description</b>  | <b>Make</b>                | <b>Model</b>                    |
| 934 Chassis   | Western Star               | 9400                            |
| 934 Crane   | IMT                        | 17/117 SLK3 34'                 |
| 934 Blower and Cyclone  | Roots                      | RCS 824 4500 CFM                |
| 934 Hydraulic Submersible Pump  | US Submergent Technologies | 8" Hydraulic Pumps              |
| 934 Water Pump  | Hammelmann                 | HDP-146                         |
| 934 Hose Reel   | US Submergent Technologies | 500 Feet                        |
| 934 Hose Tubes  | US Submergent Technologies | 8" Tubes                        |
| 934 Vacuum Tank   | Global Vacuum              | 9 Cubic Yards                   |
| 934 Water Tank  | Built in                   | 1,000 USG                       |
| 934 Hydraulics  | Flodraulic Group           | Two (2) Hydro Stats             |
| 934 Hydraulic Hoses   | Flodraulic Group           | Vacuum with Automatic Shut Down |
| 934 Hydraulic Hose Reels  | Hannay                     | Self-Retracting                 |
| 934 Computer and Electrical   | Flodraulic Group           | Wireless Remote                 |
| 1249 Chassis  | Western Star               | 4900 Twin Steer                 |
| 1249 Crane  | Palfinger                  | PK22002D-EH 49'                 |
| 1249 Blower and Cyclone   | Roots                      | RCS 824 4500 CFM                |
| 1249 Hydraulic Submersible Pump   | US Submergent Technologies | 8" Hydraulic Pumps              |
| 1249 Water Pump   | Hammelmann                 | HDP-196/80                      |
| 1249 Hose Reel  | US Submergent Technologies | 1000 Feet                       |
| 1249 Hose Tubes   | US Submergent Technologies | 8" Tubes                        |
| 1249 Vacuum Tank  | Global Vacuum              | 12 Cubic Yards                  |
| 1249 Water Tank   | Built in                   | 1,000 USG                       |
| 1249 Hydraulics   | Flodraulic Group           | Two (2) Hydro Stats             |

|                                   |                            |                                 |
|-----------------------------------|----------------------------|---------------------------------|
| 1249 Hydraulic Hoses              | Flodraulic Group           | Vacuum with Automatic Shut Down |
| 1249 Hydraulic Hose Reels         | Hannay                     | Self-Retracting                 |
| 1249 Computer and Electrical      | Flodraulic Group           | Wireless Remote                 |
| 360-HD Chassis                    | Western Star               | 4900 Twin Steer                 |
| 360-HD Auxiliary Engine           | John Deer                  | 600 HP                          |
| 360-HD Crane                      | Palfinger                  | PK22002D-EH 49'                 |
| 360-HD Blower and Cyclone         | Roots                      | DVJ1021 9500 CFM                |
| 360-HD Hydraulic Submersible Pump | US Submergent Technologies | Four (4) 8" Hydraulic Pumps     |
| 360-HD Water Pump                 | Hammelmann                 | Two (2) HDP-196/80              |
| 360-HD Hose Reel                  | US Submergent Technologies | 3000 Feet                       |
| 360-HD Hose Tubes                 | US Submergent Technologies | 8" Tubes                        |
| 360-HD Vacuum Tank                | Global Vacuum              | N/A                             |
| 360-HD Water Tank                 | Bailiff                    | 750 USG                         |
| 360-HD Hydraulics                 | Hydraquip                  | Four (4) Hydro Stats            |
| 360-HD Hydraulic Hoses            | Hydraquip                  | Automatic Shut Down             |
| 360-HD Hydraulic Hose Reels       | Hannay                     | Self-Retracting                 |
| 360-HD Computer and Electrical    | Hydraquip                  | Wireless Remote                 |
| Pressure Vessel - 12 Yard         | Dragon                     | N/A                             |
| Pressure Vessel - 24 Yard         | Wastequip                  | N/A                             |

**BIDDER'S CERTIFICATION FORM:**

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids 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 bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I 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. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify 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.

U.S. Submergent Technologies, LLC  
NAME OF BUSINESS

BY: [Signature]  
SIGNATURE

Denver J. Stutler Jr., C.E.O.  
NAME & TITLE, TYPED OR PRINTED

235 N Orange Ave, Suite 201  
MAILING ADDRESS

Sarasota, FL 34236  
CITY, STATE, ZIP CODE

(941) 216 - 0149  
TELEPHONE NUMBER

(941) 216 - 0142  
FAX NUMBER

dstutler@ussubmergent.com  
E-MAIL ADDRESS

State of Florida  
County of SARASOTA



Sworn to (or affirmed) and subscribed before me  
this 4th day of April, 2018, by  
Denver J. Stutler, Jr.

Cynthia Rae Krupp  
Signature of Notary

Notary Public, State of FLORIDA

Personally Known  
~~-OR-~~  
Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

Company Tax ID # 45-3805258  
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

### CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

None

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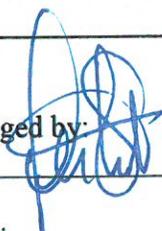
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Acknowledged by:



Firm Name:

U.S. Submergent Technologies, LLC

Signature of Authorized Representative:



Name and Title (Print or Type):

Denver J. Stutler Jr., C.E.O.

Date:

4/4/2018

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB18-0255 STRUCTURAL CLEANING SERVICES

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Denver J. Stutler Jr., C.E.O.
NAME & TITLE, TYPED OR PRINTED

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

235 N Orange Ave, Suite 201
MAILING ADDRESS

Sarasota, FL 34236
CITY, STATE, ZIP CODE

PHONE: ( 941)216 - 0149

FAX: ( 941 ) 216 - 0142

E-MAIL: dstutler@ussubmergent.com

State of FLORIDA
County of SARASOTA



Sworn to (or affirmed) and subscribed before me
this 1st day of April, 2018, by
Denver J. Stutler Jr.,

Cynthia W Krupp
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification :

Type of Identification:

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: Secondary Supplier:

This contract is for: All Item Numbers: or Item Numbers:

INITIAL CONTRACT TERM: 6/1/18 to 6/30/19

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: [Signature]
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: June 14, 2018

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

[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

Date: June 13, 2018

**BIDDER'S QUESTIONNAIRE:**

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** U.S. Submergent Technologies, LLC  
 Address of Principal Place of Business: \_\_\_\_\_  
6450 University Blvd, Unit 1  
 City/State/Zip: Winter Park, FL 32792  
 Phone: (941) 216-0149 Fax: \_\_\_\_\_  
 Name of primary Contact : Denver J. Stutler Jr. Email: dstutler@ussubmergent.com

2. **REMIT-TO ADDRESS:** 6450 University Blvd, Unit 1  
 City/State/Zip: Winter Park, FL 32792

3. **TYPE OF ORGANIZATION:**

\_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Partnership      \_\_\_\_\_ Non-Profit  
 \_\_\_\_\_ Joint Venture      X Corporation      \_\_\_\_\_ Other: \_\_\_\_\_

State of Formation: FL Federal ID # 45-3805258 DUNS # 078664751  
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

4. **EMERGENCY CONTACT PERSON:** Caryn Selph  
 Phone: 407-347-6602 Fax: 407-347-6602 Cell: 407-697-0151

5. **INSURANCE COMPANY NAME:** Brown and Brown of Florida, Inc.  
 Agent Contact: Julie Kuhlman Phone: 386-239-5742

6. **EXPERIENCE:**

A. Years in business: 7  
 B. Years in business under this name: 1 (6 as Polston Applied Technologies)  
 C. Years performing this type of work: 7

7. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

| Name  | Type of Work                | M/WBE City Certified? (Y or N) | VBE Certified? |
|---|-----------------------------|--------------------------------|----------------|
| <u>Flash-Rite, Inc.</u>                           | <u>MOT, if required</u>     | <u>Y</u>                       | <u>N</u>       |
| <u>K &amp; G Trucking of Central Florida, Inc</u> | <u>Hauling, if required</u> | <u>Y</u>                       | <u>N</u>       |
| _____   | _____                       | _____                          | _____          |



**WRITTEN QUESTION(S) FORM:**



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

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

**SOLICITATION NUMBER:** \_\_\_\_\_ **DATE SUBMITTED:** \_\_\_\_\_

**SOLICITATION TITLE:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:**

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

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 contract 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 City Code and the Contract.. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and 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 - 8<sup>th</sup> Floor  
Orlando, Florida 32801  
(407) 246-2623

**A. CITY CERTIFIED MWBE BIDDER:**

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

Business Name: \_\_\_\_\_ N/A \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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.

**B. CITY CERTIFIED MWBE SUBCONTRACTORS PARTICIPATION****1. Policy:**

It is the policy of the City of Orlando that MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of City subcontracts. As used in this IFB, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified or recognized by the City as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, and American Indians. As used in this IFB, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified or recognized by the City as a WBE. The women ownership must exercise actual day-to-day management and independent control. **Only those companies which are certified or recognized by the City on or before the date set for submittal of bids may be utilized to meet the goals established by Chapter 57.** A listing of certified and recognized M/WBE's is available at: [cityoforlando.net/mwbe/certification](http://cityoforlando.net/mwbe/certification)

**2. Submittal:**

Bidders are asked to complete the attached MBE/WBE Subcontractor Utilization Schedule listing the MBE and WBE firms to which work may be subcontracted, a description of the work being subcontracted, and the estimated percentage of the work being subcontracted to each MBE or WBE subcontractor. **Please note that even if your company as the Bidder to be the prime contractor on this work is currently a City certified or recognized MBE or WBE firm, the attached MBE/WBE Subcontractor Utilization Schedule should still be completed or provide Good Faith effort documentation. Work that is self performed by a Bidder that is an M/WBE firm shall not be listed on the MBE/WBE Subcontractor Utilization Schedule as Bidders are not subcontractors.** The extent and meaningfulness of such participation will be reviewed. Submittals should be very specific and clearly document MBE/WBE participation. The participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

**3. Reports:**

The successful bidder shall submit periodic reports of participation by minority and women-owned businesses in such form and manner and at such times as the City or the M/WBE Division Manager may prescribe. Monthly status reports shall be provided to the M/WBE Division Manager at the request of the MBE Division.

At a minimum, the successful Bidder shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by City certified or recognized MBE and WBE firms and the percentage of work subcontracted to each.

If the successful Bidder fails to achieve the subcontracting participation percentages set forth in their bid, the successful Bidder shall state the reason for such failure in its report to the City. For continuing contracts, the successful Bidder shall also submit such a report on an annual basis within (30) days of the anniversary date of the contract and upon expiration or termination of the contract. In the event that a successful Bidder fails to provide an explanation acceptable to the City as to why it was not able in good faith to achieve the

anticipated level of MBE/WBE participation set forth in its proposal, the City may consider such failure in evaluating future responses to solicitations from the Bidder. The MBE Division shall have the right to review and audit records, receipts and documents maintained by the Bidder, upon reasonable notice.

4. Plan Changes:

Any deviation from the proposed MBE/WBE participation by the successful Bidder must be reported to and approved in writing by the M/WBE Division Manager. Deviations shall only be allowed for good cause.

3. MBE/WBE Subcontractor Utilization Schedule

**MBE UTILIZATION**

| Subcontractor's Name and City Certification Number: | Description of Work to be Performed: | Estimated Percentage of Work : |
|---|--------------------------------------|--------------------------------|
| 1. K & G Trucking of Central Florida, Inc           | Hauling                              | Undefined %                    |
| 2.  |                                      | ____ %                         |
| 3.  |                                      | ____ %                         |
| 4.  |                                      | ____ %                         |

**TOTAL MBE** Undefined %

**WBE UTILIZATION**

| Subcontractor's Name and City Certification Number: | Description of Work to be Performed: | Estimated Percentage of Work : |
|---|--------------------------------------|--------------------------------|
| 1. Flash-Rite, Inc.                                 | MOT                                  | Undefined %                    |
| 2.  |                                      | ____ %                         |
| 3.  |                                      | ____ %                         |

**TOTAL WBE** Undefined %

**VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: \_\_\_\_\_ N/A \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

**SIGNATURE PAGE**

Respondents are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

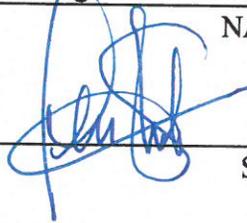
ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

U.S. Submergent Technologies, LLC

NAME OF BUSINESS

BY:



4/4/18

SIGNATURE/DATE

Denver J. Stutler Jr., C.E.O.

NAME & TITLE, TYPED OR PRINTED

235 N Orange Ave, Suite 201

MAILING ADDRESS

Sarasota, FL 34236

CITIES, STATE, ZIP CODE

( 941 ) 216-0149

(941) 216-0142

AREA CODE WITH TELEPHONE and FAX NUMBERS

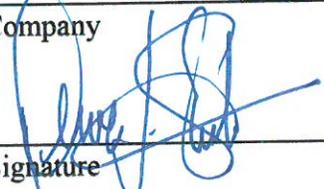
**ADDENDUM ACKNOWLEDGMENT FORM:**

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

|                       |                             |
|-----------------------|-----------------------------|
| Addendum No. <u>1</u> | Dated <u>March 13, 2018</u> |
| Addendum No. <u>2</u> | Dated <u>March 27, 2018</u> |
| 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.

U.S. Submergent Technologies, LLC  
Company

  
Signature

Denver J. Stutler Jr., C.E.O.  
Title

**SIGNATURE PAGE**

Respondents are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

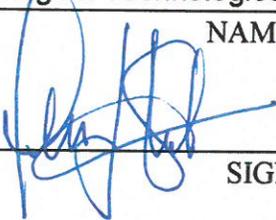
ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

U.S. Submergent Technologies, LLC

NAME OF BUSINESS

BY:



4/4/18

SIGNATURE/DATE

Denver J. Stutler Jr., C.E.O.

NAME & TITLE, TYPED OR PRINTED

235 N Orange Ave, Suite 201

MAILING ADDRESS

Sarasota, FL 34236

CITIES, STATE, ZIP CODE

( 941) 216-0149

(941) 216-0142

AREA CODE WITH TELEPHONE and FAX NUMBERS

**"NO BID" RESPONSE  
TO  
INVITATION FOR BIDS**

Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

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  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

We have received Invitation for Bids No. **IFB18-0255, Structure Cleaning Services**, opening, **April 5, 2018 at 2:00 p.m., Local Time.**

Reason for not bidding: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

|   |   |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>U.S. Subergent Technologies, LLC.</b>   |   |
| 2 Business name/disregarded entity name, if different from above<br><b>Polston Applied Technologies, LLC</b>  |   |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b><br><small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small><br><br><input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>6450 University Blvd. Unit #1</b>   | Requester's name and address (optional)   |
| 6 City, state, and ZIP code<br><b>Winter Park, Florida 32792</b>  |   |
| 7 List account number(s) here (optional)  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

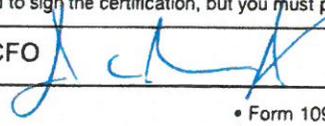
|                                       |   |  |   |   |   |   |   |   |   |
|---------------------------------------|---|--|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |  |   |   |   |   |   |   |   |
|                                       |   |  |   |   |   |   |   |   |   |
| or                                    |   |  |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |  |   |   |   |   |   |   |   |
| 4                                     | 5 |  | 3 | 8 | 0 | 5 | 2 | 5 | 8 |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |   |   |                                |
|------------------|---|---|--------------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <b>James A Bruce - CFO</b> |  | Date ▶ <b>January 12, 2018</b> |
|------------------|---|---|--------------------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





