

RESOLUTION NO. 2024-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO A CONTRACT WITH AMERICAN
SIDEWALK MANAGEMENT FOR SIDEWALK
INSPECTION, GRINDING, REMOVAL & REPAIRS;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Orlando conducted a competitive bidding process for the procurement of *Sidewalk Inspection, Grinding, Removal & Repairs* and awarded a bid to *American Sidewalk Management*; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with American Sidewalk Management for Sidewalk Inspection, Grinding, Removal and Repair Services;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between the City of Orlando and American Grinding Company (IFB No. 23-0119), and enter into an agreement with American Sidewalk Management for Sidewalk Inspection, Grinding, Removal and Repair Services in amount not to exceed \$250,000.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of October, 2024.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney




PINECREST
MEMORANDUM

Office of the Village Manager

DATE: September 26, 2024

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing Contract with American Sidewalk Management for Sidewalk Inspection, Grinding, Removal and Repair Services

Attached for your consideration please find a resolution authorizing the Village Manager to execute a piggy-back contract with American Grinding Company, LLC d/b/a American Sidewalk Management to provide sidewalk inspection, grinding, removal and repair services based on the terms and rates established in the original contract for an amount not to exceed \$250,000.

The original contract was entered into by the City of Orlando, Florida on July 31, 2023 following a competitive bidding process in accordance with Florida Statutes and in compliance with Pinecrest Procurement Policy.

In comparing the rates provided in the Orlando contract with the rates in the existing contract with Village vendor, Florida Sidewalk Solutions, staff was able to identify an opportunity for savings if the Village was to use American Sidewalk Management for inspection and grinding services. If approved, the piggy-back contract will provide services as needed, provided the necessary funds are available in the approved annual budget.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to execute a piggy-back contract with American Sidewalk Management for an amount not-to-exceed \$250,000.

/yg



CITY OF ORLANDO INVITATION FOR BID (IFB)

DATE OF ISSUE: JANUARY 30, 2023
IFB DUE DATE: MARCH 2, 2023
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: SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS
IFB NO: IFB23-0119
(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: SILVIA COSTE, CPP, SENIOR PURCHASING AGENT
Phone: (407) 246-2216
Email: silvia.coste@orlando.gov

BUSINESS NAME & ADDRESS
American Grinding Company, LLC d/b/a
American Sidewalk Management
Business Name
1425 Coit Ave NE, Suite #200
Address
Grand Rapids, MI 49505
City, State, Zip
(888) 556-7344
Telephone Number
info@sidewalkmgmt.com
Business Email Address

CONTACT INFORMATION
Joel Van Veen
Name of Contact Individual
1425 Coit Ave NE, Suite #200
Contact Address
Grand Rapids, MI 49505
Contact City, State, Zip
(888) 556-7344
Contact Telephone Number
joel@sidewalkmgmt.com
Contact Email Address

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INVITATION FOR BIDS

The City of Orlando, Florida, will electronically receive sealed bids through the Procurement and Contracts Division, for **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs** until 2:00 p.m., local time, on **March 2, 2023**, at which time bids will be opened and publicly virtually read. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City).

Plans, Specifications & Contract Documents will be open to public inspection after **2:00 p.m. on January 30, 2023**. If you have any questions you may contact the Procurement & Contracts Division, City Hall (phone #407-246-2291). Plans, Specifications & Contract Documents may be obtained from the City's VendorLink website at the following web link: <https://vendorlink.cityoforlando.net/common/default.aspx>.

Bids must be accompanied by a bid bond, certified check or cashier's check made out to the City of Orlando, or other security as provided by law, in an amount not less than 10% of the total base bid.

A Non-Mandatory Pre-Bid (MS Teams) Teleconference will be held, **February 13, 2023 at 10:00 a.m.**, the conference line number is 1-321-247-568 , **ID:734607311#**. You must press the # key immediately after entering the id number.

Refer to the solicitation for more information on the bidding process. All questions about this solicitation must be submitted in writing and received by the Procurement and Contracts Division before **5:00 p.m., local time, on February 17, 2023**. Answers will be issued in the form of an Addendum to the solicitation.

Living Wage

CONTRACTOR is required to pay its workers, as well as its subcontractors providing 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 \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. This provision shall apply to all bid and proposal awards for services which involve CITY expenditures that exceed \$100,000.00 per year.

Performance and Payment Bond

A performance and payment bond is not required for the total contract amount of this Bid.

A performance and payment bond will be required if any specific job is estimated to cost more than Two Hundred Thousand Dollars (\$200,000.00), in accordance with Florida Statutes Section 255.05.

The City reserves the right to waive the bond requirement at any time for any specific job of \$200,000.00 or less. However, at the City's discretion, there may be times that a bond will be required for jobs of \$200,000.00 or less.

When a Payment and Performance Bond is required for a specific job, 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.

If required, 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.

**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BIDS FOR THE
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

A. ELECTRONIC SUBMITTAL:

This solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

Instructions for submitting a bid:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid, then click on "Create a Quote/Bid."
2. Upload the bid to VendorLink.
3. Verify that your uploaded document is complete.
4. To submit the final Quote/Bid, click on the "Submit" button at the bottom of the page, and then click "OK" at the top of the page.
5. If successfully submitted, a confirmation pop-up will appear at the bottom of the page.
6. A **Draft** Status means your bid has been saved but not yet submitted. The quote/bid response will not be considered as a submitted response in the system for this bid solicitation.

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence.

Notwithstanding any provision of this Addendum or the Solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246- 2291, not later than four (4) days prior to the submittal date for accommodations related to the submittal, or four (4) days prior to the date on which any other accommodation is needed.

B. PRE-BID MEETING MS TEAMS PLATFORM:

The Prebid meeting will be held via MS Teams, the call-in number is **1-321-247-7568**, Conference **ID:734607311#** you must press the # key right after the id number.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTM5MjhiOGYtN2QzYy00NTA1LWEyYmYtYjAwYWYwNjg2Zjlh%40thread.v2/0?context=%7b%22tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d

C. VIRTUAL SOLICITATION OPENING:

Given the current situation with COVID-19 and the need for social distancing, the solicitation opening meeting information is as follow:

Instructions to join the solicitation opening virtual meeting:**1. Sign up for a free Zoom account**

Go to zoom.us/signup and enter your email address to create a free account with Zoom web conferencing. You'll receive an email from Zoom where you will click on a link to activate your account. If you already have a Zoom account, skip to step #3 below.

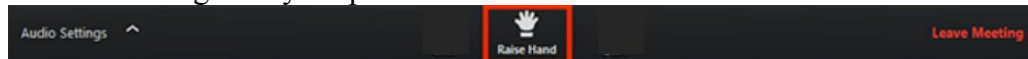
2. Choose your device and download Zoom

You can use a smart phone, tablet, laptop, or desktop computer. After signing up, visit zoom.us/download and download the "Zoom Client for Meetings" onto your computer. On mobile devices, search your app store for the free Zoom app and download it. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download Zoom and need to connect via web browser, you can use the Zoom web client (more info on browser compatibility visit bit.ly/zoomwebinfo).

3. Join the virtual meeting

- a. This is the public link: <https://orlando-gov.zoom.us/j/84693841218>
- b. Call in number: +1 305 224 1968 Webinar ID:84693841218
- c. **Provide live public comment**

Use the "Raise Hand" feature to request to speak. If you have called in you can raise your hand by pressing *9. If you do this you will be called on to speak using the last four digits of your phone number.



D. 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.

Note: For purposes of this bid, **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**, Bidders shall enter a unit price for all line items listed in the Electronic Bid Form. To be considered for a contract award, the Bidder must submit a value greater than zero for **all items**. Contract award(s), if made, shall be based on the total bid price of all items.

SUBMITTAL CHECK LIST: 

Bidders should use the following bid check list 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.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below; therefore, it is the bidder’s responsibility to read and understand the provisions of this Invitation for Bids.

- X Solicitation Cover Page.
- X W9. See Attachment A
- X Bid Form.
- X Bidders Certification Form.
- X Conflict of Interest Disclosure Form.
- X Certification Regarding Prohibition Against Contracting with Scrutinized Companies.
- X Contract and Acceptance Form.
- X Bidder’s Questionnaire.
- X Letter(s) of Intent, find in the Supplementary Conditions. See Attachment A
- X Veteran Business Enterprise Participation Form, find in the Supplementary Conditions.
- X Addendum Acknowledgment Form: **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. (If applicable)**

Special Items:

- X 1. Bid Security (10%) See Attachment A
- X 2. Bidders Equipment List See Attachment A & B
- X 3. FDOT Qualification in Intermediate Maintenance of Traffic Control See Attachment A

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received by **5:00 P.M. Local time before, February 17, 2023.**

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>

2. 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> 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 Via Microsoft Teams:

February 13, 2023 at 10:00 A.M. Local Time, City of Orlando, FL

Teams Call in Number 1-321-247-7568, ID:734607311#

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 **INVITATON FOR BIDS.** The failure or neglect of a bidder to examine the **INVITATON FOR BIDS,** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATON FOR BIDS.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATON FOR BIDS.**

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

February 13, 2023 at 10:00 A.M. Local Time, City
of Orlando, FL., Microsoft Teams Platform
Conference Call in Number 1-321-247-7568
ID:734607311# You must press the # key right
after the id number.

Please return this form by: Thursday, February 9, 2023.

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:

 X We plan to attend

Name of Representatives who will attend

- 1. Joel Van Veen
- 2. _____
- 3. _____

 X 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

President

Title

American Grinding Company, LLC d/b/a American Sidewalk Management

Name of Company

February 8, 2023

Date

**SPECIFICATIONS FOR
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

I. GENERAL

A. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City). The initial Contract time will be for a period of one year (12 months) with up to four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months. The Work includes surveying all sidewalks in the City, documenting trip hazards, damaged sidewalks, and grinding raised joints and uneven cracks. Replacing damaged sidewalk panels is not part of the Work. Staff in the Streets and Stormwater Division will designate initial Work Areas for the Contractor to begin work, but the Contractor will be responsible for surveying and reporting repair needs for the City sidewalks as determined by the City of Orlando Streets and Stormwater Division. The minimum grinding rate is to be no less than 500 linear feet per day and have an average range of 250 to 350 linear feet per day.

B. The estimated annual expenditure is \$800,000.00.

C. These specifications cover the Contractor's requirements for sidewalk grinding and reporting of trip hazards ¼ inch and greater. A trip hazard may include: cracks, separations, and or raised edges in the sidewalk surface that have a minimum of ¼ inch difference in elevation across the crack or edge. The reports will become part of the City's sidewalk hazard inventory.

D. The Work described in each item includes the Contractor furnishing of all materials, equipment, supplies, and tools, along with the performance of all labor and services, and all incidentals necessary to complete the repairs and reports associated with sidewalk trip hazards within the City.

E. The Contractor shall have a minimum of three (3) years experience in sidewalk grinding. References shall include projects in the State of Florida during the last three (3) years that involve sidewalk grinding and trip hazard remediation.

F. The Contractor shall have a minimum of two (2) people on-site at all times while work is performed. The use of two people on site ensures the safety of all pedestrians who may be present in the work area.

G. The Contractor shall have an active General Contractor's license valid in the State of Florida and a valid certification for the Florida Department of Transportation Intermediate Maintenance of Traffic Control.

II. EQUIPMENT

A. Equipment must be able to grind any size trip hazard from 1/4 inch and greater. Grinding equipment must include a self contained dust collection system, which is used 100% of the time. To ensure effectiveness and minimize machinery footprint, the system must consist of an engine-driven vacuum suction fan and dust collection tanks both mounted on the grinding apparatus. Electric vacuums, hoses, hand power tools extension cords and generators will not be permitted as they are not powerful enough to effectively contain OSHA recognized hazardous airborne silica

dust generated by concrete grinding. Additionally, they cause electric shock as well as pedestrian trip hazards.

B. Grinding will be done dry without the use of water.

C. Equipment noise must be minimal so it does not disturb the public and the public will not need to wear hearing protection if located 10 ft. or further from the operation of the equipment. Per OSHA, hearing protection is required for individuals exposed to noise over 85 dB, as such the City requires that the equipment to perform the Work must not exceed the 85 dB at 10 ft.

D. Contractor shall own or lease commercial equipment that the City considers sufficient to provide services as specified. Commercial concrete grinding equipment is required.

E. Equipment shall be kept in good working order at all times. Proposed equipment shall be documented in the Equipment List Form, attached in Forms and Submittal Documents. Bidder shall submit additional pages as necessary to document the equipment. Bidder will submit applicable descriptive literature and technical data to fully detail all features, designs, construction, finishes of the equipment proposed for grinding on this project.

F. The failure of the Contractor to obtain and maintain sufficient equipment to provide the services as specified in this solicitation may be cause for termination of Contract.

G. Inspection and acceptance of proposed equipment to be used on this project shall be performed by a representative from the City's Streets and Stormwater Division, or such other specifically designated City Representative.

III. SCOPE OF WORK- SIDEWALK GRINDING

A. Work Areas: Staff in the Streets and Stormwater Division will provide maps to the Contractor with Work Areas and street names as Work Orders. The Contractor will be responsible for surveying all sidewalks in the Work Areas, performing repairs, and identify other repair needs.

B. Trip Hazard Locations: Contractor will identify and remove all trip hazards in the Work Area that are between ¼" to 2" in height (as long as 2" of concrete thickness remains after grinding), and where the cross slope of the sidewalk does not exceed 2%. The surface area after grinding must be textured to meet ADA standards for pedestrian safety; which includes a slip resistant surface that does not become slippery when wet. Panels that are not repairable, or fractured, or broken will be documented in a weekly report.

C. Trip Hazard Location Documentation: The Contractor shall collect data using a GNSS (Global Navigation Satellite System) mapping grade device capable of sub-meter accuracy in varying site conditions. Workers should be properly trained to reach those accuracy capabilities whenever the condition are possible, for every grind site as well as each site that could not be grinded. The collection devices must be capable of collection multiple fields of attribute data for each point including but not limited to: street name, address, machine used, project phase, linear feet of the grind site, date and time collected, and damage points that could not be grinded. The coordinate projection of the data must be the same projection used by the City of Orlando. The device should be capable of delivering this data via an ESRI Geodatabase and will be delivered monthly via email or potentially through an automatic connection to an asset management system. After the Contractor submits the monthly report, City staff will verify and document the reported work.

D. Advance Notification of Work: The Contractor shall coordinate with the Streets and Stormwater Division two weeks in advance of initiating work in the identified Work Areas in a manner agreed upon by the Contractor and City prior to contract execution.

E. Mobilization: There are no additional costs for mobilization. If the Contractor completes work in one Work Area in less than a full day and needs to move to another Work Area in the same day, the Contractor may not charge a fee for mobilization between Work Areas. The work will be continuous throughout the year. Mobilization is included in the Contract linear price.

F. Damage to Grass/Vegetation Areas: Grass or landscaped areas damaged by the Contractor shall be restored at the Contractor's expense to conditions that are equal to or better than the existing conditions prior to commencement of work. Restoration shall be at the direction of Streets and Stormwater staff.

G. Utility Conflicts and Coordination: If the Contractor damages any utilities, they shall immediately notify the Utility Company and Streets and Stormwater Division within 30 minutes of the damage. Any damage to existing utilities shall be repaired at the Contractor's expense.

H. Damage to Existing Irrigation System: If the Contractor damages any portion of an existing irrigation system they shall immediately notify the Property Owner either through personal contact or leaving their contact information to the extent practicable. The Contractor shall also notify the Streets and Stormwater Division within one hour of the damage. Any damage to existing irrigation systems shall be repaired at the Contractor's expense.

I. Clean up: Should the integral vacuum system fail to collect all debris, the Contractor shall sweep the sidewalks thoroughly after the grinding operation. All debris collected shall be removed and disposed to a recycling location or to a location approved by the Streets and Stormwater Division.

J. Permits and Traffic Control: The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work-area. The Contractor must notify the City where they are working by e-mail or telephone. The Traffic Control Manager will determine if permits are required. The Contractor is responsible for compliance with any permits determined necessary by the Traffic Control Manager. The Contractor shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

K. Measurements: Measurement is based on a liner foot of grinding regardless what the thickness is of the sidewalk.

IV. **PART TWO - CONCRETE REPAIR & CONSTRUCTION**

A. General

1. Scope of Work

The Contractor shall furnish all labor, material, and equipment necessary to perform all operations for the various types of repairs and clean ups that is necessary during the course of making repairs and constructing various concrete. The location of the work is Citywide and the work will be assigned geographically whenever possible.

In general, the Scope of Work and the types of repairs involved will be as follows:

- a. Concrete: Remove and construct sidewalks, where assigned.
- b. Sod/Grass/Plant/Landscape: Replacement of Sod to the original state and possible landscaping.

2. Quality Assurance

Concrete work shall conform to all regulations of local, state and federal authorities, including safety, health and pollution related. The latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design shall apply.

B. Products

1. **Concrete:** The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
2. **Graded Aggregate:** The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
3. **Irrigation Pipes:** If repair of these is needed, any of the most commercially available PVC and metal pipes are acceptable.
4. **Equipment:** A ready-mix concrete delivery truck will be necessary for pours.

C. Execution

1. Concrete Repair/Construction (driveways, sidewalks, curbs, etc.)
 - a. Most concrete sidewalk repair jobs will involve about 2 to 3 sections of sidewalk to be removed, formed and re-poured.
 - b. All concrete used shall be at least the same quality used in the original case and re-poured using 3,000-psi concrete. All concrete must be plant batch mixed and no on-site bag mixed concrete will be allowed.
 - c. Where jobsites and plans call for steel reinforcement to be placed in the sidewalk, retaining walls, etc., such reinforcement shall conform to the requirements of the latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design. A WWF or a welded wire fiber mesh and tie may be required to be laid in place during the pouring of concrete.
 - d. Forms used for this work shall be made of either wood, or metal, and shall have a depth equal to the depth of the concrete being deposited. Forms shall be straight, clean, free from warp or bends and of sufficient strength.
 - e. Foundation: If the work area under the concrete has been cut, it shall be filled to the correct depth first and shall be compacted to a minimum of 95% density.

f. Expansion Joints: If expansion joints were part of the original set up, (say between the sidewalk and the curb or driveway or at fixed objects), then these shall be formed with a pre-formed joint filler and shall be ½ inch joints.

g. Contraction Joints: If part of the original set up, shall be replaced to the original type – that is either the “open type” or “sawed”. Joints shall be at least 1-1/2 inch deep.

h. Placement: Place concrete using methods, which prevent segregation of mix. Concentrate along the face of forms. Use only square-faced shovels for hand spreading and consolidation. Deposit and spread concrete in a continuous operation between joints, as far as possible. Give options to set the Forms. The latest edition of the City’s Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design for mixing and placing concrete.

i. Finishing: Smooth the surface by spreading and floating. Use hand methods only. Test surface for trueness. Re-distribute concrete if required, to remove surface irregularities and to provide a smooth, continuous surface. Work all edges of walks and slabs with a 1/8" edging tool. Fiber broom finish perpendicular to the edge of the walk. Do not remove forms for 24 hours after the concrete has been placed. After removal, clean ends of joints, remove and replace areas of major defects. Backfill all exposed sides of finished work with soil.

j. Curing: Protect and cure finished concrete paving, complying with applicable requirements of the City of Orlando. Commence placement of curing compound as soon as the concrete has hardened sufficiently to permit application of curing material without marring the surface. Replace

immediately any curing material removed or damaged during the curing process.

k. Tree root pruning and grubbing is required with a majority of the concrete repairs. ALL TREE ROOTS MUST BE CLEANLY CUT (no ax cuts) while accomplishing this task. The raw use of a skid loader or backhoe to grub tree roots will not be allowed. Close coordination between the City and Contractor must take place with tree root pruning.

2. Soil Replacement

Contractor is responsible to restore the work area with clean backfill and all areas are to be leveled and graded.

3. Re-Sodding

On most occasions, re-sodding will become necessary as part of repair and construction work. The contractor is required to replace the same type and quality of sod that existed before. Occasionally, some landscaping work may be required. Landscaping must be restored to original or better conditions and to the satisfaction of private property owners. New sod shall match existing undisturbed sod (Bahia or St. Augustine).

4. Pipe Repair

Contractor will be responsible for all irrigation and water line repairs damaged during the course of work. If repairs are made, the contractor must turn on the irrigation system to ensure it is working properly. This may require coordination with the property owner.

5. Clean-up

Without exception, Contractor MUST police and remove all construction material, excess wet concrete, concrete pieces and slabs, trash and debris from job site daily and legally dispose of them off the property.

6. Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. The Contractor will check for any existing utilities in the work area through underground locator service and will be responsible for the damage to such utilities, including sprinkler systems.

V. POLLUTION AND NOISE CONTROLS

A. Noise Control: Noise Control shall be in accordance with Federal, State, and City regulations. The Contractor shall comply with all City Ordinances and Regulations dealing with noise abatement.

B. Vibration Control: 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.

C. Air Pollution Controls: Air Pollution Control shall be in accordance with Federal, State, and City regulations.

1. Fugitive Dust

a. Do not cause or allow the emissions 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/m³ 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.

2. Solid and Hazardous Waste

a. Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations.

b. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

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

3. Air Pollution

a. Dust

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.

b. Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

c. 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. Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by Construction Manager.

d. 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 Construction Manager.

4. Solid and Hazardous Waste

a. Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public 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.

- b. Hazardous material shall be disposed of in Class I or Class II-1 waste disposal facilities.
- c. Haul routes for transporting solid or hazardous wastes are subject to the approval of Construction Manager.

VI. INSPECTIONS AND OBSERVATIONS

A. The City Representative or designee will make periodic reviews of the entire site to evaluate the Contractor's performance. The Contractor will, on sole judgment of the City Representative or his designee, make necessary repairs and adjustments required to fulfill the obligations and conditions of the Contract.

B. Contractor personnel are expected to conduct themselves in a courteous manner, performing their functions with the appropriate professionalism.

VII. MEASUREMENT AND PAYMENT

A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.

B. The City reserves the right to modify work as may be necessary, and increase or decrease quantities of Work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of the Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original contract.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, Contractor shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.

F. Invoice Processing

1. Contractor will invoice the City per location. The Contractor shall list the linear feet of work completed per location in the spread sheet provided by the Contractor.

2. Contractor shall submit to the City Representative an invoice for completed work only after a field inspection of work has been jointly verified with representatives of the Contractor and City. The City Representative shall issue a Work Order Acceptance Certificate to the Contractor upon successful verification of the completed work. All Invoices shall be presented to Streets & Stormwater Division 1010 Woods Ave. Orlando, FL 32805, for processing.

G. Payment of Subcontractors. Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

SPECIAL CONDITION CLAUSES**Price Adjustment Applicable to Approved upon Renewal Contract Terms Only:****Automated Order Entry System:**

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

Bid Security:

Bid Security shall be made payable to City, in an amount equal to ten percent 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 contract security or 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 other 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.

Bid Specifications:

Specifications referenced throughout this solicitation refer to the products listed on the Bid Price Form, page 48. See Standard Terms and Conditions, Specifications, Item 8, page 26, regarding the approval process for equivalent equipment or materials.

Payment of Subcontractors

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

Periodic and Final 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;
- A. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

Performance Bond and Payment Bond

In accordance with Florida Section 255.05(1)(a), Florida Statutes, 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 the requirement at any time for any contract of \$200,000.00 or less.

Accordingly, if the amount bid by the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's bid or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any contract resulting from this solicitation. 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 awarded bid amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not be limited to increased quantities or usage or extension or renewal, the value of the contract exceeds (or may reasonably be expected to exceed) \$200,000.00 as determined by the City. 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. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bond to reflect the new or extended period and increased value of the contract within fifteen (15) days of extension or renewal. The failure by Contractor to submit any conforming bond when required by this Section shall 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 at least until one (1) year after the date of substantial completion of the entire work assigned to 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.

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. Bids shall be submitted electronically via Vendorlink 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 electronically and marked with the bid number, title of the bid, and bid opening date and time.

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: **Silvia Coste, CPP, Senior Purchasing Agent**
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, CPP, Senior Purchasing Agent

silvia.coste@orlando.gov

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 electronically via vendorlink 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> 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 by the time set on this solicitation.
- 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:

Electronic 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, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to records@orlando.gov . 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. CONTRACT SALES REPORT

The Contractor shall report sales and usage data to the City on an annual basis in Excel spreadsheet format. The following data at a minimum must be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Contractor name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Contractor's list price

- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of Contract Sales Reports is the responsibility of the Contractor, without prompting or notification by the City. The Contractor will submit by email the completed Contract Sales Reports to the Purchasing Agent identified in the Contract. The City shall work with the Contractor to develop the approved electronic format and content of the Contract Sales Reports to be used by the Contractor.

Failure to provide Contract Sales Reports, including no sales status, may be grounds for default and /or cancellation of the Contract.

29. 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.

30. 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.

31. 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.

32. 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.

33. **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 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.

34. **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.

35. **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).

36. 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.

37. 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.

38. 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.

39. 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

40. 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.

41. 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.

42. 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.

43. 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.

44. **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.

45. **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.

46. **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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

55. 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.

56. 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 \$15.00 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. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division.

57. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of Attachment “D”, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

69. 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.

70. EMPLOYMENT ELIGIBILITY; E-VERIFY SYSTEM

Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall

promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 488.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

71. 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.

72. 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.

73. NONDISCRIMINATION POLICY:

The following provisions shall be included in all City (and Community Redevelopment Agency and Downtown Development Board) bids, RFP's, and other solicitations for goods and services, and incorporated into all contracts resulting from such solicitations:

Contractor shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability,

age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
3. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

74. **AFFILIATED AGENCIES**

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise

agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or his designee(s).

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

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.



FORMS AND SUBMITTAL DOCUMENTS



BID PRICE FORM

Bidder’s Name: American Grinding Company, LLC d/b/a American Sidewalk Management

You are invited to Bid on the following: **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**

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 said work within time limits as specified for the following bid prices.

BID PRICE FORM					
Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1.	40,000	LF	0.25”-2.00” Trip Hazard	\$ 8.95	\$ 358,000.00
2.	1,000	LF	>2” Trip Hazard	\$ 8.95	\$ 8,950.00
3.	10,000	SF	Removal & Replacement Sidewalk	\$ 25.00	\$ 250,000.00

TOTAL BASED BID: \$ 616,950.00

BIDDER INITIALS: JPV

1. FOB Point **Destination**

2. Discount Payment Terms (if any): 0 %, if paid within 30 days after receipt of invoice.

3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

Yes No

4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?

Yes No

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

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.

American Grinding Company, LLC
d/b/a American Sidewalk Management
NAME OF BUSINESS

State of Michigan
County of Kent

BY: [Signature]
SIGNATURE

Sworn to (or affirmed) and subscribed before me this 15th day of February, 2023, by Joel
Josephine Hoetzel

Joel Van Veen / President
NAME & TITLE, TYPED OR PRINTED

[Signature]
Signature of Notary

1425 Coit Ave NE, Suite #200
MAILING ADDRESS

Notary Public, State of Michigan

Grand Rapids, MI 49505
CITY, STATE, ZIP CODE

Personally Known
-OR-
Produced Identification

(888) 556-7344
TELEPHONE NUMBER

Type: _____


(888) 556-7344
FAX NUMBER

Company Tax ID # 45-5068772
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

joel@sidewalkmgmt.com
E-MAIL ADDRESS

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:

Not applicable as there are no conflicts of interest.

Acknowledged by:

Joel Van Veen

Firm Name:

American Grinding Company, LLC d/b/a American Sidewalk Management

Signature of Authorized Representative:



Name and Title (Print or Type):

Joel Van Veen / President

Date:

February 15, 2023

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Joel Van Veen / American Grinding Company, LLC d/b/a

Name of Respondent: American Sidewalk Management

By: 
(Authorized Signature)

Title: President

Date: February 15, 2023

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

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]
SIGNATURE

Joel Van Veen / President
NAME & TITLE, TYPED OR PRINTED

American Grinding Company, LLC
d/b/a American Sidewalk Management
NAME OF BUSINESS

1425 Coit Ave NE, Suite #200
MAILING ADDRESS

Grand Rapids, MI 49505
CITY, STATE, ZIP CODE

PHONE: (888) 556-7344

FAX: (888) 556-7344

E-MAIL: joel@sidewalkmgmt.com

State of Michigan
County of Kent

Sworn to (or affirmed) and subscribed before me
this 15 day of February, 2023 by
Josephine Hoetzel

[Signature]
Signature of Notary

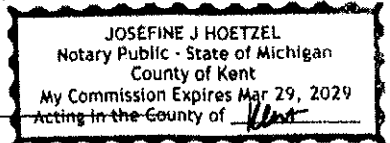
Notary Public, State of Michigan

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: 7-31-2023 to 7-30-2024

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: [Signature]
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 27, 2023

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: April 26, 2023

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: American Grinding Company, LLC d/b/a American Sidewalk Management
 Address of Principal Place of Business: 1425 Coit Ave NE Suite #200

 City/State/Zip: Grand Rapids, MI 49505
 Phone: (888) 556-7344 Fax: (888) 556-7344
 Name of primary Contact : Joel Van Veen Email: joel@sidewalkmgmt.com

2. TYPE OF ORGANIZATION:

_____ Sole Proprietorship _____ Partnership _____ Non-Profit
 _____ Joint Venture _____ Corporation X Other: LLC

State of Formation: FL Federal ID # 45-5068772 DUNS # 04-848-1239
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. EMERGENCY CONTACT PERSON: Paul Slotsema / Director of Operations
 Phone: (888) 556-7344 Fax: (888) 556-7344 Cell: (888) 556-7344

4. INSURANCE COMPANY NAME: Coldbrook Insurance
 Agent Contact: Craig Renke Phone: (616) 301-6757

5. EXPERIENCE:

A. Years in business: 11 years
 B. Years in business under this name: 11 years - d/b/a added in 2021
 C. Years performing this type of work: 11 years

6. 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	VBE Certified?
			City Certified? (Y or N) (Y or N)
<u>N/A - No subcontractors will be required to complete work detailed in this bid.</u>			
_____	_____	_____	_____
_____	_____	_____	_____

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

- A. Name of local service center: Not applicable.
- B. Address of local service center: _____
- C. County local service center is located in: _____
- D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product: 100 %*
- B. Is your product packaged/shipped in material containing recycled content? Yes X No _____
- C. Is your product recyclable after it has reached its intended end use? Yes X No _____

* Note that this references the fact that all concrete waste removed as a part of the grinding and R&R process is recycled.

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references that shows vendor has 3-years experience in Grinding.

Reference #1:

Name: City of Tampa, Florida

Address: 3804 E 26th Ave, Tampa, FL 33605

Telephone No.: (813) 274-8901 Fax No.: _____

Contact: Keith Gorman

E-mail: keith.gorman@tampagov.net

Reference #2:

Name: City of St Cloud, Florida

Address: 1300 9th St, St Cloud, FL 34769

Telephone No.: (407) 957-7347 Fax No.: _____

Contact: Scott Adams

E-mail: sladams@stcloud.org

Reference #3:

Name: City of Lakeland, Florida

Address: 407 Fairway Ave, Lakeland, FL 33801

Telephone No.: (863) 834-6000 Fax No.: _____

Contact: Michael Slaton

E-mail: michael.slaton@lakelandgov.net

Reference #4:

Name: City of Orlando, Florida

Address: 1030 Woods Ave, Orlando, FL 32805

Telephone No.: (407) 246-2370 Fax No.: (407) 246-3613

Contact: Howard Elkin

E-mail: howard.elkin@cityoforlando.net

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: IFB23-0119

DATE SUBMITTED: 2/9/23

SOLICITATION TITLE: SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS.

COMPANY NAME: American Grinding Company, LLC d/b/a American Sidewalk Management

ADDRESS: 1425 Coit Ave NE, Suite #200

CITY: Grand Rapids **STATE:** MI **ZIP:** 49505

CONTACT NAME: Joel Van Veen **PHONE:** (888) 556-7344

1. _____

2. _____

3. _____

4. _____

5. _____


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> 1/31/23 </u>
Addendum No. <u> 2 </u>	Dated <u> 2/23/23 </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>

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.

American Grinding Company, LLC d/b/a American Sidewalk Management
Company



Signature

President

Title

**"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. **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs-** opening at **2:00 p.m., Local Time, City of Orlando, FL, on, March 2 2023.**

Reason for not bidding: _____

BY:

Signature

Name & Title, Typed or Printed

Company Name

BIDDERS EQUIPMENT LIST
Page 11, Section II Item E

Lease/Own	Make	Model	Year	VIN	Description of Vehicles Function
<p>Note: See Attachments A & B for all applicable equipment information.</p>					

ATTACHMENT “A”



SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. CITY OF ORLANDO CONSTRUCTION CONTRACT BID SPECIFICATIONS MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

Notice of Minority Business Enterprise Requirement

Each Contractor must comply with the requirements, terms and conditions of Chapter 57, Article II and III, of the Code of the City of Orlando, Minority and Women-Owned Business enterprises (MBE/WBE), including the goals for minority and women-owned business participation and the goals for minority and female employment during the performance of this contract. The Contractor commits itself to the goals for minority and women-owned business participation and the goals for minority and female employment contained herein and all other requirements, terms and conditions of these bid conditions and Chapter 57 by submitting a properly signed bid and by executing an affidavit indicating both present and continued compliance with all minority and female requirements for this Contract. This notice is to assist you, however, there may be areas of concern to you which are not covered or which are only partially detailed herein. You, therefore, are encouraged to review Chapter 57 Articles II and III in their entirety.

The Contractor will appoint a company executive to assume responsibility for the implementation of such requirements, terms and conditions; and will provide the name and contact information for the said executive to the Compliance Official.

All Contractors are advised that the CITY specifically reserves the right that if during any fiscal year, bids are being sought by the CITY for a contract to provide supplies, services or construction and that the CITY has not achieved the goals established in accordance with the City Code, the contract may be awarded to the lowest responsible and responsive bidding minority or women-owned business enterprise, as applicable, meeting contract specifications unless it appears that the minority or women-owned business enterprise's bid is unreasonably priced, or if in the judgment of the CITY, the minority or women-owned business enterprise's bid is neither in the best interest of the CITY nor the lowest and best bid. For the purpose of this subsection, an "unreasonable price" is a price above competitive levels which cannot be attributed to the minority or women-owned business enterprise's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

Part I: Goals for Minority Business Enterprise Program

A. It is the policy of the City of Orlando that Minority and Women-Owned Businesses shall have the maximum feasible opportunity to participate in the performance of CITY contracts.

B. The Contractor agrees to use its best efforts to carry out this Minority Business Enterprise Policy through award of subcontracts to Minority and Women-Owned Business Enterprises to the fullest extent consistent with the efficient performance of this Contract. As used in this contract, 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 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 Black, Hispanic, American Indians, Alaskan Natives, Asian, and Pacific Islanders. As used in this Contract, 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 by the CITY as a WBE. The women ownership must exercise actual day-to-day management and independent control.

C. Only those companies which are certified, or companies which are certified by programs which have been granted reciprocity by the CITY, may be utilized to meet the goals established by Chapter 57. The Minority Business Enterprise Division Office can supply the Contractor with a list which names all those companies certified by the City. Should a Contractor wish to use a company granted certification through the City's reciprocity program, the Contractor should verify the status of that company with the Compliance Official prior to bid opening. Companies

qualified through the use of reciprocity may only be used when they have been previously approved by the Compliance Official and only if the Contractor has been unable to find a certified company to perform the subcontracted portion of the Contract using the criteria and requirements listed in the Good Faith requirements.

D. The Contractor agrees that at least 18% of the total dollar value of the contract on which the Contractor is bidding shall be subcontracted to Minority Business Enterprises; at least 6% of the total dollar value of the Contract on which the Contractor is bidding shall be subcontracted to Women-Owned Business Enterprises, unless these goals have been adjusted downward by the Compliance Official pursuant to Section 57.16. Such adjustments, if applicable, will be documented to you in the form of an addendum, otherwise the goals are as herein stated.

At least 18% of the Contractor's work force shall be minorities; and at least 6% of the Contractor's work force shall be female or, if such levels are not achieved, the Contractor agrees to provide firm evidence of a good faith effort to meet the percentages, as more fully set forth in Part III below.

E. For the purpose of this program, the term "subcontract" includes all construction, modification, equipment rental, materialmen, and service work, contracted for by the Contractor in the execution of the work under this Contract. Notwithstanding the fact that a Contractor may have the capability to complete the total project with its own work force and without the use of Subcontractors, each Contractor will still be required to take positive efforts to subcontract to minority and women-owned firms a share of the work consistent with the goals or obtain a waiver of such requirement from the CITY Compliance Official.

F. The Contractor should only use those minority or women-owned companies listed by or confirmed in writing through the Minority Business Enterprise Division in order to receive full credit.

G. The successful Contractor shall maintain records showing (a) awards to minority and women-owned businesses; (b) specific efforts to identify and award subcontracts to minority and women-owned businesses, (c) minority and female employment, (d) specific efforts to identify and employ qualified minorities and females, and (e) awards to non-minority and non-women owned businesses.

H. Monthly MBE and WBE utilization status reports shall be submitted to the MBE Division on the CITY's designated B2G Now electronic payment reporting system. The CONTRACTOR will also need to submit the B2G Now Monthly Audit Summary Report and any other affidavits and related documents required to establish compliance with the Minority and Women Business Enterprise program goals for the project with the **CONTRACTOR's Application for Payment**.

I. The MBE Division shall have the right to review and audit records, receipts and documents maintained by the Contractor, upon reasonable notice.

Part II.

Specific Good Faith Efforts for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Subcontractor Participation

The Contractor will be deemed in compliance with the City of Orlando Minority and Women-Owned Business Enterprise Chapter 57 Ordinance if it meets or exceeds the goals stated in Part I in its subcontracts, agreements and employment levels.

Contractors who fail to achieve their commitments to the goals for minority and women-owned subcontracting participation should demonstrate their good faith efforts by documentation which includes, but is not limited to, the following:

(1) Whether the Contractor, in the case of subcontract goals, at least ten (10) business days prior to the bid opening, provided written notice by electronic mail ("email"), facsimile, certified mail (return receipt request), or hand delivery, to all certified MBE's and WBE's which perform the type of work which the Contractor intends to subcontract, advising the MBE's and WBE's:

- (a) of specific work the Contractor intends to subcontract;
- (b) that their interest in the Contract is being solicited; and
- (c) how to obtain information about review and inspect the Contract plans and specifications.

(2) Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

(3) Whether the Contractor provided interested MBE's or WBE's assistance in reviewing the Contract plans and specifications.

(4) Whether the Contractor submits all quotations received from MBE's and WBE's, and for those quotations not accepted, an explanation of why the MBE or WBE will not be used during the course of the Contract. Receipt of a lower quotation from a non-MBE/WBE prior to or at the time of bid opening will not in itself excuse a Contractor's failure to meet Contract goals; provided, however, a Contractor's good faith efforts obligation does not require a Contractor to accept a quotation from a MBE/WBE which is an unreasonable price. For the purpose of this subsection an "unreasonable" price is a price above competitive levels which cannot be attributed to the MBE/WBE's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

(5) Whether the Contractor elected to subcontract types of work that match the capabilities of solicited MBE/WBE's.

(6) Whether the Contractor's efforts were merely pro-forma and given all relevant circumstances, could not reasonably be expected to produce sufficient MBE/WBE participation to meet the goals.

(7) Whether the Contractor has provided a list of all MBE/WBE's with whom they negotiated.

(8) Whether the Contractor included at the time of bid opening a list of the Contractor's proposed Subcontractors, on the Letter of Intent form, provided as set forth in Attachment 1; or submitted on company letterhead in substantially the same manner, signed by the Contractor and containing the number of Contract dollars to be awarded to each proposed MBE/WBE subcontractor. A final executed copy of the Letter of Intent, with the MBE/WBE's signature(s), must be provided to the Compliance Official no later than two (2) business days after the bid opening.

In determining the sufficiency of a Good Faith effort, the City may also review (1) whether the MBE or WBE goal was met by other bidders; and (2) whether the Contractor has on other contracts within the past six (6) months utilized MBE/WBE's.

If a Contractor fails to meet the goals as established in this document, the Contractor must provide the previously listed "good faith" information (including the Letter of Intent) at the time that the bids are opened; if the Contractor meets the goals as listed, he must submit a Letter of Intent, signed by an authorized agent of the Contractor, at the time of the bid opening (see paragraph 8 of Part II for further information).

If a Contractor fails to meet the goals as listed herein but has provided good faith documentation as contained in Part II above, the Compliance Official may provide an extension of no more than five (5) business days. At the end of that period the Compliance Official shall once again review the Contractor's efforts to subcontract with MBEs and WBEs to ensure that the Contractor has made a good faith effort to comply.

While no Contractor shall be found to be in non-compliance solely on account of failure to meet the MBE/WBE goals, Contractors which fail to achieve the goals and fail to make good faith efforts to achieve the goals may have their bids rejected as non-responsive, have bid award rescinded or may have other penalties imposed pursuant to Chapter 57.

The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57. Minority Business Enterprise and Women Business Enterprise Subcontractors listed by the Contractor in the Letter of Intent cannot be changed by the Contractor without the prior written approval of the Compliance Official.

Part III.
Specific Good Faith Efforts for Minority and Female Employment

Contractors who fail to achieve their commitments to the goals for minority and female employment must demonstrate their good faith efforts by documentation which includes at least the following:

- 1) Whether the Contractor has attempted to recruit minority or female employees through the use of the media, local hiring pools or other recruitment methods;
- 2) Whether the Contractor has initiated training programs to encourage the use of minority or female employees;
- 3) Whether the Contractor has made use of any local agencies (i.e., Blueprint Employment Office) which promote the placement of minority or female employees;
- 4) Whether the Contractor recruited for positions for which there are qualified minority or female applicants;
- 5) Whether the Contractor offered salaries which are comparable with standard local industry practices.

If the Contractor is unable to meet the employment goals, has properly documented good faith effort, and the Compliance Official determines that the deficiencies are correctable, the Compliance Official shall inform the Contractor as to what actions must be taken to correct the deficiency. The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57.

If there is any deviation from the MBE Utilization proposal as noted in the Contractor's submission, such deviation must be justified to the City. All deviations, whether before or after contract award and/or whether before or after commencement of work on the project, shall be reported to and approved by the Compliance Official. Failure to report deviations must be considered an inaccuracy or falsification and may result in a finding that the Contractor is non-responsive and the bid may be rejected or the Contract terminated for that reason.

Contractors are required to execute and submit to the Compliance Official, copies of all ordinance-related sub-agreements within seven (7) days after Contract award, and from time to time, advise the Compliance Official of the status of its compliance with appropriate requirements.

If it is determined by the Compliance Official that a Contractor with the CITY for construction services at any time during the said term of Contract failed to maintain the minority and female employment levels and minority and women-owned business enterprise percentages established pursuant to City Code and set forth herein and also failed to show a good faith effort to maintain said levels and percentages, the Compliance Official shall document the non-compliance and shall attempt to resolve the discrepancy with the Contractor's assistance. If the Contractor fails to correct the violation, the City may then impose appropriate penalties.

The Compliance Official shall designate a Contract Compliance Investigator or the MBE Project Manager to investigate whether a contractor with the City for construction services has at any time during the term of said contract failed to maintain the minority employment levels and minority business enterprise percentages established pursuant to [Section 57.16](#) of City code and also failed to show a good faith effort to maintain said levels and percentages, the Contract Compliance Investigator or the MBE Project Manager shall document the non-compliance and report it to the Compliance Official. If the contractor fails to come into compliance or fails to show a good faith effort to come into compliance within fifteen (15) days in the case of minority employment levels, and within fifteen (15) days in the case of minority business enterprises, the Compliance Official may then

impose appropriate penalties upon the contractor, to include but not be limited to (a) forfeiture of a portion of the retainage withheld pursuant to the contract, commensurate with the extent of the violation, (b) withhold MBE approval memorandum for failure to comply, and (c) M/WBE de-certification. The Compliance Official may in his discretion refer the contractor to the Chief Procurement Officer for debarment from submitting future bids to the City for a period of one (1) year.

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: _____

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.

Note: Not applicable as American Grinding Company, LLC will self-perform all work.

2. RESPONSIBLE CONTRACTOR'S POLICIES/DAVIS-BACON PAY RATE AND CLASSIFICATION

The wage rates set forth in the applicable Wage Determination General Decision for Orange County, Florida, identified in the Invitation for Bid, shall be the minimum hourly wage for the stated job classification to be paid to workers on this Project. However, no CONTRACTOR or Subcontractor's worker shall be paid at a rate less than the Living Wage of \$15.00 per hour. The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies set forth in the Supplementary Conditions as Attachment 2 at CITY designated locations on the Project site.

3. SOCIAL SECURITY NUMBER COLLECTION

Pursuant to Section 119.071(5) of Florida law, the City is required to provide notification in writing of the purposes for which an individual's social security number is collected. The City collects social security numbers for the following purposes: identification and verification; tracking, employment verification and auditing. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

4. E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

Note: See Attachment A

LETTER OF INTENT

[*Instructions* Contractor shall place the following, in substantially the same form as provided below on their letterhead. In the event a Contractor fails to meet the MBE/WBE percentage goals and minority and female workforce as required by the attached documents, the Contractor shall complete and submit this Letter of Intent AT BID OPENING and shall provide evidence of a good faith effort as required by the "City of Orlando Construction Contract Bid Specifications Minority and Women-Owned Enterprise Participation, and Minority and Female Workforce percentages". Once the bids are opened, the Letter of Intent must be signed by the MBE/WBEs and returned to the Minority Business Enterprise Division no later than two days after bid opening.]

Dear Compliance Official:

I _____ have entered into an agreement(s) with the following Minority
(Name of Contractor)
and/or Women-Owned Business Enterprise(s) to do the following work for the listed, total contract amounts.

- 1) _____
(MBE/WBE)
- _____
- (Scope of Work)
- _____
- (Subcontract Price)

(NOTE: Extend list for additional MBE/WBE(s) as needed)

The total percentage of the Contract being performed by MBEs _____ %
The total percentage of the Contract being performed by WBEs _____ %

The total dollar amount of contracts being performed by MBEs \$ _____
The total dollar amount of contracts being performed by WBEs \$ _____

The total percentage of the workforce or employment being performed by minorities _____ %
The total percentage of the workforce or employment being performed by females _____ %

I understand that I shall not be allowed to substitute or change MBE/WBE Subcontractors nor their scope of work nor the percentage of work performed by them, without the express prior approval of the Compliance Official.

[] **I was unable to meet the MBE and/or WBE goals on the project. My "good faith" effort documentation is attached to this letter.**

Authorized Agent of Contractor (must be signed)

Date

Authorized Agent of MBE/WBE
(must be signed within two (2) days after bid opening)

Date

LIVING WAGE AND RESPONSIBLE CONTRACTOR'S POLICIES

The following City policies are applicable to this construction Project:

- (1) CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing 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 \$15.00 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 and the CONTRACTOR shall allow the CITY to audit (at 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.
- (2) The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage").
- (3) The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies at designated locations on the Project site as required by the Contract Documents.

DATE: 1/31/2023

TO: All Bidders

FROM: Silvia Coste, CPP, Senior Purchasing Agent
Procurement and Contracts Division

SUBJECT: Sidewalk Inspection, Grinding, Removal & Repairs.
Transmittal of Addendum Number One (1)
IFB23-0119

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. WRITTEN QUESTION RECEIVED AND ANSWER:

Question No. One (1):

Regarding the project out for bid IFB23-0119; SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS, page 7 (Submittal Check List) shows a requirement of “FDOT Qualification in Intermediate Maintenance [sic] of Traffic Control.” However, according to the FDOT Prequalification Work Classes (please see attached) Intermediate Maintenance of Traffic Control is not one of them.

Answer No. One (1):

As stated on page 11 G. and page **page 13 J., the Contractor** shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

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

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: 

February 15, 2023

SIGNATURE/DATE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

(888) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

DATE: February 23, 2023

TO: All Bidders

FROM: Silvia Coste, CPP, Senior Purchasing Agent
Procurement and Contracts Division

SUBJECT: Sidewalk Inspection, Grinding, Removal & Repairs.
Transmittal of Addendum Number Two (2)
IFB23-0119

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. BID BOND FORM:

For your convenience a Bid Bond Form is being provided. However, your surety company should be able to provide their own standard form. See ATTACHMENT "A" BID BOND FORM from this addendum.

B. WRITTEN QUESTION RECEIVED AND ANSWER:

Question No. One (1):

Is a Performance & Payment Bond Required? VendorLink states that a Performance & Payment Bond is not require that only a Bid Bond is required.

Answer No. One (1):

No, a Performance and Payment bond is not required for your total base bid at bid time. A Performance and Payment Bond will only be required if an individual job is \$200,000.00 or over. Yes, a 10% Bid Bond is required at Bid Opening of your total Base bid.

Question No. Two (2):

On page 11 under Item I - General, A, the specifications state that the minimum grinding rate is to be no less than 500 linear feet per day and have an average of 250 to 350 linear feet per day. Is the required average also supposed to be 500+ linear feet per day to match the minimum grinding rate?

Answer No. Two (2):

The minimum grinding rate is 500 linear feet per day." delete the statement "average 250 to 350 linear feet per day.

Question No. Three (3):

If a certified check is used to meet the bid bond requirement, how should that be submitted to the City? This is a question due to the requirement to submit bid responses electronically. If a

certified check needs to be mailed, please provide instructions on how it should be sent, where it should be sent to, and any further information necessary for submission.

Answer No. Three (3):

If a certified check is being used to satisfy the 10% Bid Bond, please submit a copy of the check with your bid response. The original check can be delivered by hand or mail. The delivery location is: City Hall/ Procurement and Contracts Division 4th Floor, ATT: Silvia Coste, 400 South Orange Ave., Orlando, F 32801. Please reference the project name and number.

Question No. Four (4):

For use of proprietary equipment that is exempt from disclosure does the City of Orlando have a form that should be used or should it simply be identified as such in the bid submission?

Answer No. Four (4):

Please identify this equipment separately marked proprietary and confidential, also include the law language that exempt this from becoming public records.

Question No. Five (5):

If a non-MBE/WBE company plans to self-perform all work (and no subcontractors are expected to be used), how should the Letter of Intent in the 'Supplementary Conditions' be completed?

Answer No. Five (5):

Please refer to your bid documents under the **Supplementary Conditions: Specific Good Faith Efforts for MBE & WBE Part II (2):**

Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

All bidders should make an effort to achieve the MBE & WBE program goals by selecting MBE & WBE firms for subcontracting opportunities. Please refer the bid documents page 28: #20--
Evaluation of Bid Award.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

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

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY:  February 27, 2023
SIGNATURE/DATE

Joel Van Veen, President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

(888) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

**AMENDMENT NUMBER ONE TO
AGREEMENT DATED JULY 31, 2023
BETWEEN CITY OF ORLANDO AND
AMERICAN GRINDING COMPANY, LLC, d/b/a
AMERICAN SIDEWALK MANAGEMENT**

THIS AMENDMENT TO AGREEMENT is made and entered into this 1st day of May, 2024, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and American Grinding Company, LLC, d/b/a American Sidewalk Management, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of July 31, 2023, whereby the latter would perform certain services with respect to sidewalk Inspection, Grinding, Removal, and Repairs at various locations throughout the City of Orlando; and

WHEREAS, the City and the Contractor desire to renew the contract term, and amend the scope of services of said Agreement to amend the pricing list on all line items by 3.5% as seen in of said Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed effective, July 31, 2024, through July 30, 2025.

II. SCOPE

The Scope of Services and Compensation provisions of the Agreement are hereby amended to increase the pricing on all items by 3.5%, and as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

In all other respects and except as specifically modified and amended herein, the Agreement dated July 31, 2023, shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

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

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

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

By: [Signature]
Chief Procurement Officer

Date: May 1, 2024

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: May 8, 2024

By: [Signature]
Signature

CORPORATE SEAL

Joel Van Veen President
Name & Title, Typed or Printed

American Grinding Company, LLC d/b/a
American Sidewalk Management
Name of Company, Corp., etc.

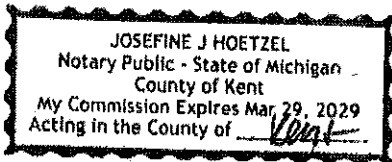
1408 Hull St SE
Mailing Address

Grand Rapids, MI 49506
City, State and Zip

STATE OF ~~FLORIDA~~ Michigan

COUNTY OF Kent

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of April, 2024, by Joel Van Veen (name of person) as President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for American Grinding Company LLC (name of entity/party on behalf of whom instrument was executed).



[Signature]
Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name: Josephine J. Hoetzel

(Affix Notary Stamp or Seal Above)

Personally Known or Produced Identification
Type of Identification Produced _____

EXHIBIT "A"

IFB23-0119 Sidewalk Inspection, Grinding, Removal Repairs
 Opening: 3/2/2023 Via Zoom Meeting

Vendor Name		American Grinding Company, LLC d/b/a American Sidewalk Management		3.5% Price Increase for 7/31/2024 - 7/30/2025		
Vendor's City & State		Grand Rapids, MI		Amendment (1)		
Item	Description	Quantity	Unit	Unit Price	Total	New Pricing
1	0.25"-2.00 Trip Hazard	40,000.00	LF	\$8.95	\$358,000.00	\$9.26
2	>2" Trip Hazard	1,000.00	LF	\$8.95	\$8,950.00	\$9.26
3	Removal & Replacement Sidewalk	10,000.00	SF	\$25.00	\$250,000.00	\$25.88