

**REQUEST FOR PROPOSAL**  
**FOR**  
**FREE WIRELESS SERVICE WITHIN THE CITY OF ORLANDO**

**RFP05-527**



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

Date of Issue: **March 10, 2005**  
Due Date/Time for Receipt of Proposals: **Thursday, April 14, 2005 by 3:00 p.m.**



# CITY OF ORLANDO

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**Date:** March 10, 2005  
**To:** All Proposers  
**From:** The Office of Purchasing and Materials Management  
**Re:** Confidentiality of Proposals

Please note that this Request for Proposal specifically provides in Section 8.9 Proprietary Information, Subsection 8.9.1;

“In accordance with Chapter 119 of the Florida Statutes (Public Records Act), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.”

Please note that Sections 119.07(3)(m) of the Florida Statutes address in part the issue of the public nature of sealed bids or proposals as well as the non-public nature of certain trade secrets. The proposal submitted by your company may contain areas, which are designated “confidential” or “exempt from disclosure”. If your proposal contains such information you are required to advise the City with **specificity** the applicable law making those provisions exempt from disclosure in accordance with the Public Records Law. A generic notation that information is “confidential” will not suffice.

Failure to provide the Purchasing Office with a detailed explanation and justification including statutory cites and specific reference to your bid package detailing what provisions, if any, you believe are exempt from disclosure, may result in your proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

Thank you very much for your kind attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Mead'.

Jon Mead, C.P.M., Director  
Office of Purchasing and Materials Management

**CALENDAR OF EVENTS**

Listed below are the important dates and times by which the actions noted must be completed. If the Office of Purchasing finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
Issue RFP	<u>Thursday, March 10, 2005</u>
Pre-Proposal Conference	<u>March 31, 2005 at 10:00 a.m.</u>
Proposals Due	<u>April 14, 2005 by 3:00 p.m.</u>
Initial Proposal Review	<u>Thursday, April 21, 2005</u>
Vendor Presentations	<u>Thursday, May 5, 2005</u>
Site Visits	<u>Friday, May 6, 2005</u>
Selection Vendor of Choice	<u>Monday, May 9, 2005</u>
City Council Approval	<u>Monday, May 23, 2005</u>
Contract Negotiation	<u>Thursday, May 24, 2005</u>

**IMPORTANT NOTICE**  
**PARKING AT CITY HALL**

Orlando, FL (December 11, 2003) – As a result of the CNL development (tower II), the north parking lot at Orlando City Hall has been permanently closed to the public.

The public can access the relocated public parking lot across the street from City Hall at the corner of Orange Avenue and South Street. This lot will continue to have a free, two-hour time limit. They may also continue to use the City Commons Parking Garage on Boone Avenue at the rates as posted at the entrance to the garage.

Signs are posted on Boone Avenue and South Street directing visitors to the parking areas for City Hall. Disabled visitors can park in the City Commons Garage and will be able to access City Hall from the 3<sup>rd</sup> level of the garage through its second floor entrance. For security reasons, these individuals must show their disabled vehicle registration to the security guard stationed on the second floor of City Hall to gain entry. A call box located at the entrance of the bridge is available for their assistance.

For additional information, please contact the City of Orlando Parking Division at 407-246-2155.

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**REQUEST FOR PROPOSAL FOR FREE WIRELESS SERVICE  
WITHIN THE CITY OF ORLANDO**

**1. INTRODUCTION:**

The City of Orlando seeks proposal from parties interested in providing free Wi-Fi service throughout the Downtown and entire Community Redevelopment Area and eventually the entire City.

Various other communities throughout the United States and the world have successfully developed wireless networks to be utilized for free of charge by anyone desiring Internet access.

Organizations that have created these wireless networks have been made up of likeminded technically proficient individuals that believe in free access to the Internet.

The City envisions a collaborative effort to be taken by interested parties so that a redundant mesh made up of partners, acting as nodes, within the organized group could eventually encompass the entire City of Orlando. Eventually, this kind of paranet could grow to provide free local VoIP phone service.

By seeking these proposals, the City desires to identify and partner with interested parties willing to take leadership in the development of the Wi-Fi service. Although the City will provide no public subsidy, the City may provide other in kind items to be identified and requested by the proposer.

**2. PRE-PROPOSAL CONFERENCE:**

2.1 Date - A **non-mandatory** pre-proposal conference will be held **at The Office of Purchasing and Materials Management, City Hall at One City Commons, 400 South Orange Avenue, 4<sup>th</sup> Floor, Orlando, Florida on Thursday, March 31, 2005 at 10:00 a.m.**

2.2 Purpose - The pre-proposal conference is intended to provide prospective proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from the Office of Purchasing & Materials Management and technical representative from the using department will be present to discuss the project and answer questions.

2.3 Clarification of Requirements - To facilitate the clarification of requirements, proposer(s) are requested, if possible, to submit questions in writing, at least three (3) days prior to the pre-proposal conference to:

Robert Johnson, C.P.M., Purchasing Agent III  
City of Orlando  
Office of Purchasing and Materials Management  
City Hall at One City Commons  
400 S. Orange Avenue, Fourth Floor  
P.O. Box 4990  
Orlando, Florida 32802-4990  
Telephone: (407) 246-2307  
Fax: (407) 246-2869

Please use the attached "Pre-Proposal Conference Attendance Notification Form" (Attachment "B") and attach your questions (if any) to this Form.

**3. PROPOSAL DUE DATE:**

- 3.1 Sealed proposals will be received at the Office of the Director of Purchasing on **Thursday, April 14, 2004 by 3:00 p.m.** Proposals will not be accepted after this time. Proposals shall be opened and publicly read aloud at this time. Proposals received pursuant to Requests for Proposals are exempt from the provisions of the Public Records Law until such time as an award decision is made or within ten (10) days after the proposal opening, whichever is earlier. The Proposer's name, proposal bond (if applicable) and Proposer's Certification information will be announced and recorded at the proposal opening.
- 3.2 Submitted envelopes should be clearly marked **RFP05-527 – REQUEST FOR PROPOSAL FOR FREE WIRELESS SERVICE WITHIN THE CITY OF ORLANDO**
- 3.3 Proposing firms should submit an original and seven (7) complete copies of their proposal.
- 3.4 Proposals are to be addressed as follows for either mail or hand delivery:

Mr. Jon Mead, C.P.M.  
Director of Purchasing  
City of Orlando  
Office of Purchasing and Materials Management  
City Hall at One City Commons - 4th Floor  
400 S. Orange Avenue  
P.O. Box 4990  
Orlando, Florida 32802-4990

**4. SUBMISSION OF PROPOSALS:**

- 4.1 Incurred Expenses:

The City is not responsible for any expenses, which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

4.2 Interviews:

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

4.3 Request for Modification:

The City reserves the right to request that the proposer modify his proposal to more fully meet the needs of the City.

4.4 Request for Additional Information:

The proposer shall furnish such additional information as the City of Orlando may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Orlando Police Department.

4.5 Acceptance/Rejection/Modification to Proposals:

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

4.6 Proposals Binding:

All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

4.7 Alternate Proposals:

4.7.1 An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs, from the approach set forth in the solicitation.

4.7.2 An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal.

4.7.3 Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.

4.7.4 The City will, during the initial evaluation process, consider all alternate proposals submitted.

4.8 Addendum and Amendment to Request for Proposals:

If it becomes necessary to revise or amend any part of this Request for Proposal, the Director of Purchasing will furnish the revision by written Addendum to all prospective proposers who received an original Request for Proposals. The Addendum Receipt Verification form included with this Request for Proposal in Attachment "C" must be completed and submitted with your Proposal.

4.9 Proprietary Information:

4.9.1 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

4.9.2 All proposals received from proposers in response to this Request for Proposal will become the property of the City of Orlando and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.10 Proposer's Certification:

By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed. The Proposer's Certification form is included with this Request for Proposal in Attachment "C" and must be completed and submitted with your proposal.

**5. INFORMATION REQUIRED OF PROPOSER:**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

5.1 Title Page:

Show the name of proposer's agency/firm, address, telephone number, name of contract person, date, and the subject: **RFP05-527 – REQUEST FOR PROPOSAL FOR FREE WIRELESS SERVICE WITHIN THE CITY OF ORLANDO**

5.2 Table of Contents:

Include a clear identification of the material by section and by page number.

5.3 Letter of Transmittal:

Limit to one or two pages.

5.3.1 Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.

5.3.2 Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

5.4 General Information:

5.4.1 Name of business

5.4.2 Mailing Address/Phone Number

5.4.3 Names of persons to be contacted for information or services if different from name of person in charge

5.4.4 Business hours of business

5.4.5 State if business is local, national, or international and indicates the business legal status (corporation, partnership, etc.).

5.4.6 Give the date business was organized and/or incorporated, and where.

5.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at the office.

5.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies.

5.4.9 State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

5.5 Standard Forms:

Attachment "C" of this Request for Proposal includes several documents that must be submitted with your Proposal.

5.6 General Statement of Experience:

Proposers shall submit a verifiable statement of experience in providing similar services. Names, addresses and telephone numbers of all references must be provided. If the Proposer does not possess any experience similar to the services required, please provide any pertinent information or experience you feel may qualify you for consideration of award.

**6. EVALUATION OF PROPOSALS:**

An Advisory Committee will be established to review and evaluate all responsive proposals, taking into consideration the evaluation factors set forth below:

- 6.1 Responsiveness of the proposal related to the scope of work.
- 6.2 Ability, capacity, and skill of the proposer to perform the services on a timely basis.
- 6.3 Responses of the client references.
- 6.4 Experience and qualifications of the business and individual members of the business in accomplishing similar services.
- 6.5 The degree of participation by qualified minorities within the firm and/or subcontracts with Minority or Women Owned Business Enterprises.
- 6.6 Fee Schedule.
- 6.7 The sufficiency of financial resources and ability of business to perform the contract.
- 6.8 The quality, availability, and adaptability of the services to the particular need requested.
- 6.9 Such other information as may be required or secured.

**7. PROPOSAL ADVISORY COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS:**

- 7.1 An Advisory Committee (hereinafter referred to as “the Committee” consisting of at least five (5) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.
- 7.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP.

Failure to comply with any mandatory requirements may disqualify a proposal.

- 7.3 The Committee reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
- 7.4 The Committee may select firms for oral presentations and discussion of proposals. When oral presentations are required, the Committee will rank the firms and submit the proposed ranking to the Director of Purchasing after the conclusion of scheduled presentations.
- 7.5 The Director of Purchasing has the authority to award contracts with a dollar amount up to and including fifty thousand dollars (\$50,000.00); contracts in excess of said amount shall be presented to City Council for final award.
- 7.6 The City may award a contract based on responses to this Request for Proposal without discussions. Therefore, each response to this RFP should contain the proposer's best terms and conditions for consideration.
- 7.7 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

**8. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:**

- 8.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, bureau or employee during the submission process, except as provided in the fourth paragraph below. Additionally, the city prohibits communications initiated by a proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.
- 8.2 Any questions relative to interpretation of specifications or the proposal process, shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration.

Any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed in writing to all prospective proposers no later than five (5) days prior to the date set for receipt of proposals.

8.3 It will be the responsibility of the proposer to contact the Office of Purchasing and Materials Management prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal.

8.4 Direct inquiries to:

Robert Johnson, C.P.M., Purchasing Agent III  
City of Orlando  
Office of Purchasing and Materials Management  
City Hall at One City Commons  
400 S. Orange Avenue, Fourth Floor  
P.O. Box 4990  
Orlando, Florida 32802-4990  
(407) 246-2307  
Fax (407) 246-2869  
Website: <http://www.cityoforlando.net>

**9. CONDITIONS OF PROPOSALS:**

9.1 Late Proposals - Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.

9.2 Completeness - All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.

9.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection within ten (10) days after the proposal opening or when an award decision is made, whichever is earlier.

9.4 Award Presentation - The Director of Purchasing will present to City Council for acceptance and final award, one of the proposals, or will reject all proposals, within one hundred and twenty (120) calendar days from the date of opening of proposals.

9.5 City Purchasing Code - This Request for Proposal is issued in accordance with and shall be governed by the provisions of Chapter 7 of the City of Orlando's Code.

**10. TERMS AND CONDITIONS OF AGREEMENT:**

A copy of the Agreement to be entered into with the successful proposer is included with this RFP as Attachment "A".

**11. DISCUSSIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSAL:**

Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

**12. EXECUTION OF AGREEMENT:**

The successful proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Office of Purchasing and Materials Management, enter into a contract with the City on forms as included within the Request For Proposal documents for the performance of work awarded them and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

**13. RIGHT TO AUDIT RECORDS:**

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

**14. FISCAL YEAR FUNDING APPROPRIATION:**

14.1 Specified Period

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

14.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

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

15. **PROPOSER'S CERTIFICATION FORM:**

EACH PROPOSER SHALL COMPLETE THE "PROPOSER'S CERTIFICATION" FORM INCLUDED WITH THIS REQUEST FOR PROPOSAL, AND SUBMIT THE FORM WITH THE PROPOSAL.

THE FAILURE OF A PROPOSER TO SUBMIT THIS DOCUMENT WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

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

16. **PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

17. **FLORIDA PROMPT PAYMENT ACT:**

17.1 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:

17.1.1 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);

17.1.2 the amount due, applicable discount(s), and the terms thereof;

- 17.1.3 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;
- 17.1.4 the Purchase Order or Contract number as supplied by the City; and
- 17.1.5 an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

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

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

**17.2 Dispute Resolution**

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

**18. PROPOSER'S WARRANTY:**

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

**19. INSURANCE/PERFORMANCE BONDS:**

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

**20. FLORIDA SALES TAX:**

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax exempt number is 58-12-094438-54C. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

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

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

**22. AMERICANS WITH DISABILITIES ACT:**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Office of Purchasing & Materials Management, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

**23. PURCHASING CARDS:**

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

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

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

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

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

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

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

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

At the option of the awarded vendor, the submission of any proposal in response to this Request for Proposal constitutes a proposal 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 proposals, 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 and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

**25. SOFTWARE LICENSES:**

“The products listed hereunder contain no computer viruses, other ‘contaminants’, including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser’s computer system

**26. FOREIGN CORPORATIONS:**

In accordance with F.S. 607.1501, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State.

A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into an Agreement with the City of Orlando.

**27. LIVING WAGE POLICY:**

Service contractors, as well as their subcontractors (first tier only), 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 \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service contractor shall allow the City to audit (at service contractor’s place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year.

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

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

**28. RECIPROCAL LOCAL PREFERENCE:**

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

\*\*\*\*\*

**ATTACHMENT “A”**

**THE AGREEMENT**

**ANNUAL AGREEMENT FOR FREE WIRELESS SERVICE WITHIN THE CITY OF  
ORLANDO**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows:

**WITNESSETH:**

**I. SCOPE**

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

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

**II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendums(s) and Amendment(s) hereto;
2. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Agreement;
3. City's Request for Proposal;
4. Contractor's Proposal

**III. TERM OF AGREEMENT**

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

**IV. COMPENSATION**

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

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

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

**V. PAYMENT**

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

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

All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

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

**VI. FISCAL YEAR FUNDING APPROPRIATION**

A. Specified Period

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

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

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

**VII. GENERAL CONDITIONS**

A. Patents

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

The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Agreement may be terminated by the Director of Purchasing, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2. The Director of Purchasing has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

C. Termination for Convenience

The City may terminate this Agreement at its convenience with advance written notice to the Contractor.

In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

**D. Warranty**

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors.

Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

**E. Time of Completion**

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

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

**F. Indemnification and Insurance**

**1. Indemnity**

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

**2. Insurance Requirements:**

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

(a.) **Commercial General Liability Insurance:**

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

(b.) **Automobile Liability Insurance:**

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

(c.) **Workers' Compensation Coverage:**

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

(d.) **Insurance Certificates:**

The Contractor shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City.

Said Commercial General Liability policy shall provide that the City be an additional named insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

**G. Liquidated Damages**

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

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the credit herein provided is not a penalty but a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay.

**H. Acceptance**

The City will be deemed to have accepted the Work after the Director of Purchasing is notified by the using City department of its satisfaction that the work for their respective department is completed.

**I. Correction of Work**

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

**J. Right to Audit Records**

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**K. Time is of the Essence**

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

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

**L. Information**

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

**M. Extra Work**

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly.

All such changes in the Work shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, he shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the Director of Purchasing, before proceeding to execute the Work. No claim for extra work will be considered valid by the City unless first submitted in writing.

**N. Familiarity With The Work**

The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

**O. Title and Risk of Loss**

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

**VIII. MISCELLANEOUS PROVISIONS**

- A. The Contractor shall not employ subcontractors without the advance written permission of the Director of Purchasing.
- B. Assignment of this Agreement shall not be made without the advance written consent of the Director of Purchasing.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Director of Purchasing or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- G. This Agreement is considered a non-exclusive Agreement between the parties.
- H. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud.  
  
As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

\*\*\*\*\*

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

OFFICE OF PURCHASING  
AND MATERIALS MANAGEMENT  
CITY OF ORLANDO, FLORIDA

CONTRACTOR

By: \_\_\_\_\_  
Director of Purchasing

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
JON MEAD  
Name, Typed or Printed

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

Date: \_\_\_\_\_, 2005

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Area Code/Telephone Number

SEAL

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

\_\_\_\_\_  
Signature

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

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

Date: \_\_\_\_\_, 2005

\_\_\_\_\_  
CITY ATTORNEY  
ORLANDO, FLORIDA

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_ and \_\_\_\_\_, as the \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ respectively, and on behalf of \_\_\_\_\_.

He/she/they (is) (are) personally known to me or (has) (have) produced \_\_\_\_\_

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

(SEAL)

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Typed, Printed or Stamped Name of Person Taking Acknowledgment

My Commission Expires:

\_\_\_\_\_  
Title/Rank of Person Taking Acknowledgment

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

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

**ATTACHMENT “B”**

**PRE-PROPOSAL CONFERENCE  
ATTENDANCE NOTIFICATION FORM**

**PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION**

A **non-mandatory** Pre-Proposal Conference will be held at **The Office of Purchasing and Materials Management, City Hall at One City Commons, 400 South Orange Avenue, 4<sup>th</sup> Floor, Orlando, Florida on Thursday, March 31, 2005 at 10:00 a.m.**

Please return this form by: ***Tuesday, March 29, 2005***

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

**PLEASE CHECK:**

We plan to attend

Name of Representatives who will attend

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**ATTACHMENT "C"**

**STANDARD FORMS**

## STANDARD FORMS

**THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:**

1. PROPOSER'S CERTIFICATION
2. ADDENDUM PAGE
3. REFERENCES
4. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION

**NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.**

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

**PROPOSER'S CERTIFICATION**

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

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal 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 proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

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

\_\_\_\_\_  
NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this \_\_\_\_\_ day of

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_, 2005

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
MAILING ADDRESS

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

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

( ) \_\_\_\_\_  
TELEPHONE NUMBER

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

( ) \_\_\_\_\_  
FAX NUMBER

DUNS Number: \_\_\_\_\_

\_\_\_\_\_  
E-MAIL ADDRESS

Company Tax ID # \_\_\_\_\_

**ADDENDUM RECEIPT VERIFICATION**

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**REFERENCES**

Proposer shall submit as a part of the proposal package, six (6) business references with name of the business, address, contact person, and telephone number, that have utilized the services being proposed to the City.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

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

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

Business Name: \_\_\_\_\_

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

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

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the Agreement is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the Ordinance and the Contract.

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