

## STANDARD CONTRACT

THIS CONTRACT, made effective as of this XXXXXXXXXXXX, 200X, ("Effective Date") is by and between the **Orlando Utilities Commission** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and XXXXXXXXXXXX, a XXXXX corporation with its principal office in XXXXXXXXXXXX, State X, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

### WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide XXXXXXXXXXXX beginning XXXXXXXXXXXX 200X through XXXXXXXXXXXX, 200X in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

- A. This Contract, including any Basis of Contract.
- B. OUC's General Conditions included in the solicitation document.
- C. OUC's Solicitation (RFX XX XXXX OQ) with a due date of XXXXXXXXXXXX.
- D. Supplier's response to the Solicitation dated XXXXXXXXXXXX including approach, pricing, and schedule, if applicable.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for XXXXXXXXXXXX RFX XX XXXX OQ dated XXXXXXXXXXXX, 200X, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties

of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the day and year first above written.

Orlando Utilities Commission

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

(Supplier)

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATE OF COUNSEL  
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.

\_\_\_\_\_  
Signature of Counsel for Principal  
(Supplier)

\_\_\_\_\_  
Type or print name of Counsel

\_\_\_\_\_  
Type or print address of Counsel

CERTIFICATE OF COUNSEL  
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

\_\_\_\_\_  
Signature of Counsel for Principal  
(Supplier)

\_\_\_\_\_  
Type or print name of Counsel

\_\_\_\_\_  
Type or print address of Counsel